United States Court of Appeals

for the Second Circuit

EXHIBITS

PLEASE RETURN TO
RECORDS ROOM

ORIGINAL

77-7138

B

P/S

United States Court of Appeals

For the Second Circuit.

FRUEHAUF CORPORATION,
Plaintiff-Appellant,

against

SEATRAIN LINES Inc. and
STRICK CORPORATION,
Defendants-Appellees.

On Appeal from the United States District Court for the Southern District of New York.

UNITED STATES COURT OF APPEALS
FILED
MAY 2 1977
A. DANIEL FUSARO, CLERK
SECOND CIRCUIT

EXHIBIT VOLUME.

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PLAINTIFF'S EXHIBIT 1.

S T R I C K

Division Fruehauf Corporation

EQUIPMENT LEASE

Strick Division, Fruehauf Corporation, a Michigan corporation with a place of business located at 225 Lincoln Highway, Fairless Hills, Pennsylvania (hereinafter referred to as "Lessor"), does hereby let and lease to Seatrain Lines, Inc., whose address is 595 River Road, Edgewater, New Jersey (hereinafter referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated, the following personal property (sometimes hereinafter referred to collectively as "equipment"):

1. 88 New Strick 040TE35MKIIIR 40 ft. Flexi-Van Refrigerated Containers with Refrigeration Units. B-9401 to B-9488 Inc.

2. 12 New Strick 040TE35MKIIIRMR 40 ft. Flexi-Van Refrigerated Containers with Meat Rails and Refrigeration Units. B-9489 to B-9500 Inc.

3. 25 Diesel Motor Generators.

4. 100 New Strick 700SB Mark III tandem axle Sliding Bogies on 10.00 x 20 level nylon tires P-568801 to P-568900 Inc.

Lessor represents and warrants that at the time it delivers any part of the equipment to Lessee hereunder, it will have good and marketable title to such part, free and clear of all liens, charges and encumbrances; and that such part will conform to the specifications attached hereto as Addendum "A" (including the supplement to said Addendum), will comply with any applicable safety rules and regulations of the Interstate Commerce Commission and will be free from defects in material and workmanship.

Lessor agrees to commence delivering the equipment to Lessee within twelve weeks after the date hereof and to complete delivery of the equipment within seventeen

PLAINTIFF'S EXHIBIT 1

weeks after the date hereof. Lessor shall, at Lessor's sole cost and expense, deliver all the equipment to Lessee at Lessee's address hereinabove stated. Upon tender of any equipment for delivery by Lessor hereunder Lessee shall be entitled to inspect the same. Acceptance by Lessee of any equipment delivered hereunder shall constitute an acknowledgment by Lessee that such equipment is in good condition and working order.

The terms, covenants and conditions of this lease and the agreements of the parties are as follows:

1. The term of this lease, in respect of any part of the equipment, shall begin on the date of the delivery thereof to the Lessee and shall continue to the first day of the month next following the month in which the last of the equipment is delivered, and for 96 months thereafter.

2. The total rental which Lessee hereby agrees to pay to Lessor at Lessor's address above stated is $1,745,079.36 payable as follows:

$18,177.91 each for 96 rental payments, totaling $1,745,079.36.

Rental per item per month is set forth in Addendum "B".

irst of said rental payments shall be paid on the f. st day of the month next following the month in which he last of the equipment is delivered, and the remaining rental payments shall be paid on the first day of each consecutive month thereafter until the entire rental shall have been paid, together with interest at the rate of 9% per annum on all lease payments not made when due for the period such payments remain past due.

3. In addition to payment of said rental, Lessee agrees that:

(a) Lessee shall pay, or reimburse Lessor for, any and all sales tax, use tax, personal property tax, or other direct taxes levied against or based upon the price or value of the equipment leased hereunder or its use or operation, or levied against or based upon the amount of rentals paid or to be paid hereunder, or any other taxes levied against or

based upon this lease or the execution, filing, recording, or performance thereof. The term "direct taxes" as used herein shall include all taxes (except income taxes), charges and fees, levied, assessed, or charged by any taxing authority.

(b) Lessee shall pay all costs and expenses (including actual and reasonable attorney fees where recovery of same is not prohibited by law) incurred by Lessor in enforcing any of the terms, provisions, covenants, and indemnities provided herein.

4. This transaction is a leasing and not a sale, conditional or otherwise. The parties understand and agree that Lessee does not acquire hereunder, or by payment of rental hereunder obtain, any right, title, or interest in or to said equipment or any thereof, except the right to possess and use said equipment so long, and only so long, as Lessee shall not be in default hereunder. Lessee represents and warrants that the equipment leased hereunder will be operated out of Lessee's facilities in one or more of the following places:

Edgewater, New Jersey
San Juan, Puerto Rico
Savannah, Georgia
New Orleans, Louisiana
Texas City, Texas

and Lessee agrees to give advance notice to Lessor in writing whenever Lessee intends to operate any part of the equipment out of facilities in any other city.

5. Lessee agrees, at Lessee's sole cost and expense, to keep said equipment at all times during the life of this agreement in good repair and operating condition and free of any and all liens and encumbrances, except liens or encumbrances incurred in the ordinary course of business and not due or delinquent, and to replace with new parts any and all badly worn or broken parts, including, but not limited to, tires and tubes, and Lessee agrees that, upon termination of this agreement by expiration, cancellation, or otherwise, Lessee shall return said equipment to Lessor at Lessor's address hereinabove stated at Lessee's cost and expense in the same condition and state of repair as they were when delivered to Lessee hereunder, ordinary wear and tear excepted. Lessee hereby specifically indemnifies Lessor, and agrees to hold Lessor harmless, against all loss and damages Lessor may sustain or suffer because of:

(a) The failure of Lessee to maintain said equipment as agreed and provided herein.

(b) The loss of or damage to said equipment or any thereof because of fire, theft, collision, lightning, flood, windstorm, explosion or other casualty.

(c) The death of, injury to, or damage to the property of, any third person as a result of, in whole or in part, the use or maintenance of said equipment or any thereof while in the custody, possession, or control of Lessee, or any one claiming by, through or under Lessee.

Lessee further agrees that it will at all times during the term of this lease, at its own cost and expense, carry and maintain or cause to be carried and maintained with insurers of recognized responsibility, insurance providing, with respect to the equipment, coverage against the hazards specified in (b) above to the extent of the full actual cash value of the equipment, and against the hazards specified in (c) above in minimum amounts of $300,000 and $500,000 personal injury liability and $100,000 property damage liability. The policy or policies providing such insurance against the hazards specified in (b) above shall be payable to Lessee and proceeds received by Lessee in respect of the loss of any equipment (including damage making repair impractical or uneconomic) shall be paid to Lessor by Lessee and no further rent shall accrue hereunder in respect of the equipment so lost or destroyed, and proceeds received by Lessee in respect of other damage to any of the equipment shall be applied by Lessee to the repair of such equipment or to reimburse itself for the cost of such repair if paid by Lessee. The policy or policies providing such insurance against the hazards specified in (c) above shall name Lessor as an insured, shall provide for at least 30 days' written notice to Lessor before cancellation can be effected, and a certificate as to such insurance shall be delivered to Lessor by Lessee. It is understood that procurement of insurance by Lessee, as herein provided, or Lessee's failure to procure the same, shall not, and does not, affect Lessee's covenants, obligations, and indemnities under this Lease, and the loss, damage to, or destruction of the equipment leased hereunder, or any thereof, shall not terminate this lease nor, except to the extent and only to the extent that Lessor is actually compensated

by insurance paid for by Lessee, as above provided, relieve Lessee of any of Lessee's liability hereunder. In the event Lessee shall fail to procure or maintain the insurance provided for herein, Lessor shall have the option, but not the obligation, to do so, for the account of Lessee.

6. Lessee assumes all responsibility and expense for such licenses, registrations, titles, permits and other certificates as may be required for lawful operation of said equipment, agrees that all certificates of title or registrations applicable to the equipment leased hereunder shall be applied for, issued and maintained in the name of Lessor, as owner, and Lessee agrees to pay, or reimburse Lessor for, all costs in relation thereto, in addition to the rental, taxes, insurance and other costs and expenses provided for elsewhere herein.

7. Lessor reserves to itself, its successors and assigns, the right to place and maintain in at least two locations upon each item of equipment leased hereunder, at all times during the term of this agreement, words such as "Strick Division, Fruehauf Corporation, Lessor" indicating the ownership of said equipment, and Lessee agrees not to remove, obscure, deface or obliterate any of said words nor suffer any other person so to do.

8. In the event (hereinafter called an event of default) any act or thing required of Lessee hereunder shall not be done and performed in the manner and at the time or times required by this agreement, or if any proceeding in bankruptcy or insolvency be instituted by or against Lessee, or if reorganization of Lessee is sought under any National or State Bankruptcy Act, or if a receiver be appointed for the goods of the Lessee, or if Lessee makes an assignment for the benefit of creditors or makes an attempt to sell, secrete or convert the equipment or any part thereof, or if the equipment becomes subject to any levy by any officer or public official, or if any writ or warrant shall be levied on said equipment, and such event of default shall continue for 60 days without having been waived by Lessor or cured or remedied by Lessee, Lessee shall thereby be and become in default under this agreement, thereby vesting in Lessor the right, without any notice or demand, to declare the total lease rental remaining to be paid to be due and payable forthwith and to retake and retain said equipment free of all

rights of Lessee without any further liability or obligation to redeliver the same or any thereof to Lessee and without, to any extent, releasing Lessee from Lessee's covenants, obligations and indemnities provided hereunder, including (but not limited to) Lessee's obligation for the payment of the rental, taxes, insurance and other costs and expenses provided for herein.

In the event Lessor shall retake possession of the equipment or any thereof, and there shall, at the time of such retaking, be in, upon or attached to such retaken equipment any other property, goods, or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such other property, goods or things of value and either (a) hold the same for Lessee, or (b) place the same in public storage for the account of, and at the expense of, Lessee.

9. Lessee shall not, without Lessor's prior written consent, make or suffer any changes, alterations, or improvements in or to said equipment, nor remove therefrom, any parts, accessories, attachments, or other equipment, except in connection with the servicing, repair and maintenance thereof.

10. Lessee shall not make, suffer, nor permit any unlawful use of said leased equipment.

11. The failure of Lessor to insist upon the punctual performance of any of the covenants of Lessee hereunder, or the failure of Lessor to exercise any right or remedy available to Lessor under this agreement, or any failure of Lessor to require payment from or by Lessee, when due, of any sum owing hereunder, or any extension of credit or any forbearance on the part of Lessor, shall not constitute a waiver by Lessor of any subsequent default by Lessee hereunder. All demands for payment and performance, and all notices of non-payment or other default hereunder, are hereby waived by Lessee.

12. Lessee shall not have the right to assign this lease without the prior written consent of Lessor thereto (which consent will not be unreasonably withheld) but, without such consent, may sublet, rent, hire out, or otherwise part with possession of, any of said equipment to any person, firm, partnership, association, or corporation other than to Lessor.

PLAINTIFF'S EXHIBIT 1

Lessor shall have the right to assign this lease and/or the rentals reserved hereunder. In the event of an assignment of this lease by Lessor, the assignee shall acquire thereby all rights and remedies possessed by or available to the Lessor.

13. This instrument contains the entire agreement between the parties pertaining to the subject matter hereof. No agreements, representations, or understandings not specifically contained herein shall be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. The terms, covenants, conditions and provisions of this agreement may hereafter be changed, amended, or modified only by an instrument in writing, specifically purporting so to do, and signed by the parties to be bound thereby.

14. Any provision of this lease which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in four counterparts this 6th day of February, 1964.

STRICK DIVISION, FRUEHAUF CORPORATION
(Lessor)

By Martin Bachman
(Title) V. P. - FINANCE

LESSEE DOES HEREBY ACKNOWLEDGE RECEIPT AT THE TIME OF EXECUTION OF THIS LEASE OF A TRUE, EXACT AND FULLY COMPLETED SIGNED COPY OF THIS AGREEMENT HAVING NO SPACES LEFT BLANK.

Witnessed _____ SEATRAIN LINES, INC. (Lessee)

Witnessed _____ By _____
(Title) President

PLAINTIFF'S EXHIBIT 1

ADDENDUM "A" SPECIFICATIONS

Item No. 1 - Quantity 88

Model 040 TE35 Mk. III R

GENERAL

Overall Length	40'0" - not including projecting reefer unit
Overall Width	8'0"
Overall Height	As container - 9'0" - not including projecting track angle As trailer - 13'0" when mounted on a tractor with a 48" fifth wheel height
Stacking Capability	To be stacked two-high loaded, with track angle of upper container nesting over top rail of lower container. Stacking loads to be carried by corner posts through contact at corner fittings.
Lifting Provisions	ASA standard castings at all corners designed to permit application of vertical forces only at top corners. Any lifting slings, bridles, etc. applying angular forces to container, to be applied at lower corner fittings only. Containers also include Missouri Pacific type lifting fitting in the side panel to accommodate present SEATRAIN lifting equipment.
Flexi-Van Capability	Containers designed to be compatible with any existing MK. III Flexi-Van equipment.

PLAINTIFF'S EXHIBIT 1

ADDENDUM "A" - Item No. 1 Page 2

BODY CONSTRUCTION

Front and Rear Frames	All welded steel integral construction with ASA castings at all corners. Complete frames shall be hot-dip galvanized after completion of welding. All welding will be chipped, scaled and passivated before galvanized.
Side Panels	.051 thick flat aluminum alloy sheets, with aluminum hat section posts on 24" centers. Sheets riveted to posts with two rows of rivets on 2" centers vertically, and 1-1/4" centers horizontally. Top and bottom rails are 6062-T6 aluminum extrusions.
Front Panels	Reinforced, and with proper openings for nose-mounted refrigeration units. Two vent doors to be provided on front panel, one of which shall permit access to expansion valve.
Roof	One-piece, .040 thick aluminum 3003-H24 alloy.
Rear Doors	4" thick, equipped with two locking bars and four hinges on each door, with compression type seals. Locking bars are anti-rack type. One vent door to be mounted in each rear door, with vent door openings protected by a sturdy grille to prevent theft through vent door opening.
Floor	Cross members on 12" centers, with .040 aluminum subfloor above them. "T"-type floor, 2-1/4" high, supported on wood stringers above

PLAINTIFF'S EXHIBIT 1

ADDENDUM "A" - Item No. 1 Page 3

BODY CONSTRUCTION (cont'd)

	each cross member. Extruded floor is all welded, with gutter and two drains at front and rear of floor.
Insulation	Foam-in-place polyurethane all around.
Lining	Side - Strick designed and produced fiberglass reinforced polyester, with 42% glass content, and developing a tensile strength of 18,000 PSI.
	Ceiling - polyester coated, paper-clad plywood, refrigerator white.
Electrical	12 volt system, with 7-prong ATA and "quicky" receptacle in Berg nose box, with circuit breaker protection. All body lights recessed, and all wiring in conduit.
Miscellaneous	MK. III ram socket.
	Folding step guards.
	Bull board slots, with four bull boards arranged according to FGE specifications.

REFRIGERATION UNIT

Either ThermoKing NWE 62-45 or Transicold 400 C 1, all electric nose mounted unit, to operate on 220 volt, 3-phase, 60-cycle alternating current. Unit to include vinyl covered nylon duct. Container to be equipped with Partlow 7-day recording controller. Refrigeration unit to be satisfactory for deck loaded, marine operation. Air return bulkhead to be provided to insure proper air circulation.

PLAINTIFF'S EXHIBIT 1

ADDENDUM "A" SPECIFICATIONS

Item No. 2 - Quantity 12

Model 040 TE35 MK. III RMR

GENERAL

Same as specifications for Item No. 1, attached.

BODY CONSTRUCTION

Same as specifications for Item No. 1, attached, except for the following features:

Insulation	Roof - 6" foam-in-place polyurethane.
Meat Rails	Seven stainless steel, tubular meat rails supported by aluminum meat beams capable of carrying a 45,000 lb. uniformly distributed, swinging meat load.

REFRIGERATION UNIT

Same as specifications for Item No. 1, attached.

PLAINTIFF'S EXHIBIT 1

ADDENDUM "A" SPECIFICATIONS

Item No. 3 - Quantity 25

Motor Generator Set

Motor generator set to provide 220 volt, 3-phase, 60-cycle alternating current. Capacity to be sufficient to operate Transicold 400 C 1 unit, or ThermoKing NWE 62-45.

Unit to be equipped with 30 gallon fuel tank, and any other equipment necessary to insure proper operation of the refrigeration unit.

Unit shall be capable of being handled by fork truck, and when in use, will be supported by the track angles of the MK. III container described in Addendum "A", Item No. 1.

Power source will be a diesel engine properly equipped for this service.

PLAINTIFF'S EXHIBIT 1

ADDENDUM "A" SPECIFICATIONS

Item No. 4 - Quantity 100

Model 700 SB MK. III Flexi-Van bogie on (8) 10 x 20 nylon tires, Timken axle, 5-spoke Dayton wheels. Wide mount sliding tandems compatible for MK. III Flexi-Van operation.

PLAINTIFF'S EXHIBIT 1

Supplement

to

ADDENDUM "A" - SPECIFICATIONS

Landing Gear	Landing Gear will be Austin Model SP-330-A, two-speed, folding landing gear in fully recessed sub-frame.
Kingpin	Located at 30" from front of container. Kingpin will be folding type, fully recessed.
Lining Thickness	Side lining referred to in body of Specifications will be 1/8" thick. Polyester coating on ceiling lining to be 20 mils thick.
Heat Loss Characteristics	The containers will have a rating of 8,000 Btu per hour heat leak at 100° Fahrenheit ambient, 0° Fahrenheit interior temperature. Insulation minimum thickness to be as follows: Meat rail containers -- roof - 6", sides - 3", floor - 4", ends - 4". Non-meat rail containers -- roof - 4", floor - 4", sides - 3", ends - 4". A reverse heat leak test will be performed by Lessor in presence of Lessee.
Ladders	Each front panel to be equipped with four (4) ladder rungs on each side, giving access to front vent doors.
Cylinder Unloaders	Each refrigeration unit to be equipped with a 3-step Partlow control operating four (4) cylinder unloaders.

PLAINTIFF'S EXHIBIT 1

ADDENDUM "B" RENTAL PER ITEM PER MONTH

88 Model 040TE35MKIIIR - $140.38 per each monthly

12 Model 040TE35MKIIIRMR - $157.06 per each monthly

100 Model 700SB Mark III - $ 31.86 per each monthly

25 Model Diesel Generators - $ 30.15 per each monthly

133-8270

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PLAINTIFF'S EXHIBIT 2.

AMENDMENT OF EQUIPMENT LEASE

Strick Division, Fruehauf Corporation, a Michigan corporation with a place of business located at 225 Lincoln Highway, Fairless Hills, Pennsylvania, and Seatrain Lines, Inc., whose address is 595 River Road, Edgewater, New Jersey, do hereby agree that the Equipment Lease between them dated the 6th day of February, 1964 (hereinafter called the "Equipment Lease") is hereby amended in the following respects:

1. Paragraph 2 of the Equipment Lease is hereby amended to change the figure "$18,177.91", appearing therein, to "$18,057.91" and the figure "$1,745,079.36", appearing twice therein, to "$1,733,559.36".

2. The specifications of Item No. 1 (Model 040 TE35 Mk. III R) appearing in Addendum "A" to the Equipment Lease are hereby amended by deleting the specifications for "Overall Height" and inserting in lieu thereof:

"As container - 8'6" - not including projecting track angle

"As trailer - 12'6" when mounted on a tractor with a 48" fifth wheel height"

3. Addendum "B" to the Equipment Lease is hereby amended to change the figure "$140.38", appearing in the first line thereof, to "$139.18" and by changing the figure "$157.06", appearing in the second line thereof, to "$155.86".

4. Except to the extent hereinbefore amended, the provisions of the Equipment Lease shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have exe-

PLAINTIFF'S EXHIBIT 2

cuted this agreement in four counterparts this 9TH day of March, 1964.

STRICK DIVISION, FRUEHAUF CORPORATION
(Lessor)

By Martin Bachman
(Title) V.P. - FINANCE

SEATRAIN LINES, INC. (Lessee)

By Donald W. Smith
(Title) VICE PRESIDENT

PLAINTIFF'S EXHIBIT 3.

FRUEHAUF CORPORATION

Intra - Company Communication

TO	Bob Totzke	Detroit	ADDRESS
FROM	Alden W. Shultz	Strick Fairless Hills	ADDRESS
SUBJECT	SEATRAIN LINES, INC. Lease #133-270 (133-9017)		DATE
		January 28, 1965	

Attached please find Amendment of Equipment Lease which increases payments to cover the additional equipment and modifications performed on existing equipment.

This increase in billing in the amount of $637.25 per month for 96 months will yield $47,605.00 after earning interest.

Please advise how this change should be handled at this end.

Alden

Alden W. Shultz

attd.

PLAINTIFF'S EXHIBIT 3

AMENDMENT OF EQUIPMENT LEASE

Strick, Division Fruehauf Corporation, a Michigan corporation with a place of business located at 225 Lincoln Highway, Fairless Hills, Pennsylvania, and Seatrain Lines, Inc., whose address is 595 River Road, Edgewater, New Jersey, do hereby agree that the Equipment Lease between them dated the 6th day of February, 1964 (hereinafter called the "Equipment Lease") and amended on March 9, 1964, is hereby amended in the following additional respects:

1. Paragraph 2, page 2 is amended as follows:

"The total rental which Lessee hereby agrees to pay to Lessor at Lessor's address above states is $1,794,735.36, payable as follows:

$18,695.16 each for 96 rental payments, totaling $1,794,735.36."

2. The number of diesel motor generators in Paragraph 3, page 1, shall be increased to 40 units.

3. "Addendum B" to the Equipment Lease is hereby amended to change the figures to read as follows:

88 Model 040TE35MKIIIR	-	$140.72 per each monthly
12 Model 040TE35MKIIIRMR	-	157.40 " " "
100 Model 700SB Mark III	-	32.17 " " "
40 Model Diesel Generators	-	30.15 " " "

4. Except to the extent hereinbefore amended, the provisions of the Equipment Lease shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in four counterparts this 27th day of January 1965.

STRICK
DIVISION FRUEHAUF CORPORATION
(Lessor)

Attest By _____
(Title) Vice President-Finance

SEATRAIN LINES, INC. (Lessee)

By _____
(Title) VICE PRESIDENT

P 4 12 24

PLAINTIFF'S EXHIBIT 4.

AGREEMENT made as of the 11th day of January, 1966 by and between FRUEHAUF CORPORATION, a Michigan corporation ("Seller") and STRICK TRAILER CORPORATION, a Pennsylvania corporation ("Buyer"),

W I T N E S S E S T H A T :

Recitals

Seller acquired the assets and business of Strick Company and Strick Plastics Corporation in January 1956, and since that time has operated them (with additions thereto and replacements thereof) as its Strick Division and what is now called the Lamicor Division. In May 1965 the Federal Trade Commission ordered Seller to divest itself of these two Divisions (which for convenience of reference throughout this Agreement will be collectively called the "Strick Division" or the "Division," which term does not include any other Division or assets of Seller or of any subsidiary of Seller).

Seller has appealed to the United States Court of Appeals for the Seventh Circuit for review of the divestiture order. The appeal is still pending, but responsible executives employed in the Strick Division have proposed that certain of Seller's

assets and business used in the operation of the Strick Division be sold to a corporation organized by them, and they have organized Buyer for this purpose. Buyer's principal shareholders and executives include Solomon Katz, President of the Strick Division, and Eugene Hindin, Philip Orzeck and Martin Bachman, Vice Presidents of the Division. These and all of the other employes in the Division will cease to be employes of or otherwise connected with Seller immediately upon closing the sale and purchase under this Agreement but as of January 1, 1966. None of Buyer's officers, shareholders or employes is an officer, director or substantial stockholder of Seller.

Seller is willing to make the sale to Buyer upon the terms and conditions of this Agreement and in reliance upon the irrevocable commitments of The Prudential Insurance Company of America and The First Pennsylvania Banking and Trust Company to pay to Seller the tentative purchase price determined in accordance with Section 6(b)(3) hereof by way of loans to Buyer to finance the purchase, receipt of which commitments is hereby acknowledged by Seller.

Consummation of the sale to Buyer is subject to the prior approval of the Federal Trade Commission.

In consideration of the mutuality hereof, and intending to be legally bound hereby, the parties agree with each other as

follows:

1. Upon the terms and subject to the conditions hereinafter provided, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, those assets of Seller devoted to the business of the Strick Division more particularly described in Section 2, and Buyer agrees to assume the liabilities and obligations of Seller described in Section 3.

2. The assets to be sold, assigned and transferred by Seller to Buyer at the Closing Date (as defined in Section 6(a) hereof) shall consist of the following as then constituted:

(a) The assets specified by classes below in this Section 2(a), and tangible items identified by reference to the Property List defined below. Attached hereto is a comparative balance sheet captioned "Strick Division (Including Lamicor Division) Comparative Balance Sheet" as at December 31, 1964, September 30, 1965 and October 31, 1965 (the "Comparative Balance Sheet"), which shows the classifications of assets and liabilities attributed to the Strick Division and the amounts applicable to each classification as of the respective dates indicated. The same classifications (without the dollar amounts) are used in the list appearing below in this Section 2(a), and the assets to be transferred at the Closing Date shall include those in the following classifications:

PLAINTIFF'S EXHIBIT 4

Current Assets:

Trade Accounts and Notes:

Equipment Invoiced
Equipment Uninvoiced
Advances on Trades
Parts and Service
Lease Income

Other Receivables

Inventories

New Trailers
Used Trailers
Plant Inventories

Property, Plant and Equipment (net of Accumulated Depreciation)

Prepaid Expenses and Other Assets (except finance charges prepaid to Fruehauf Finance Company)

The parties have identified by reference to this Section 2(a) a list and brief description of the real properties owned by or leased to Seller and used by the Strick Division (the "Property List"); and the classification "Property, Plant and Equipment" in the Comparative Balance Sheet, and also in the Approved Balance Sheet defined in Section 5(c), shall include all the plants, structures, fixtures, tools, dies, jigs, machinery, furniture, equipment and other physical property owned by Seller and used

by the Strick Division, located in the plants and structures on or on the properties referred to on the Property List, and all movable equipment wherever located used in the operations of the Strick Division, whether or not expensed or charged off or for other reasons not given a carrying value on the Comparative Balance Sheet or the Approved Balance Sheet.

(b) The assets described below in subparagraphs (1) through (4) of this Section 2(b). The parties have identified by reference to this Section 2(b) a list and brief description of all patents and patent applications held by Seller as part of the assets used by the Strick Division (the "Patent List"), and a list of trade marks, trade mark applications and trade names held by Seller as part of the assets used by the Strick Division (the "Trade Mark List").

(1) All of Seller's right, title and interest in and to the patents and patent applications identified as Group A on the Patent List (the "Group A Patents"), and all inventions conceived by employes of the Strick Division not covered by patents or patent applications prior to the Closing Date, together with the Seller's rights and obligations as licensor under outstanding license agreements or appurtenant

portions thereof applicable to the Group A Patents, subject to the rights of existing licensees and sub-licensees thereunder.

(2) An undivided ninety-nine per cent (99%) of Seller's right, title and interest in and to the United States and Canadian patents and patent applications identified as Group B on the Patent List (the "Group B Patents"), and an undivided fifty per cent (50%) of Seller's right, title and interest in and to the foreign patents and patent applications identified as Group C on the Patent List (the "Group C Patents"), Buyer to have the right of first refusal as to Seller's interests in the Group B Patents in case Seller shall at any time decide to dispose of any such interests.

(3) All trade marks and trade names, including the Strick name, listed on the Trade Mark List, together with Seller's rights and obligations as licensor and subject to the rights of existing licensees and sub-licensees under outstanding license and sub-license agreements or appurtenant portions thereof applicable thereto, and together with all contracts and good will pertaining to the business of the Strick Division.

(4) Equal rights with Seller under the license agreement dated July 17, 1957, between FLEXI-VAN, INC.

and Seller, excluding the rights of Seller and its wholly-owned subsidiaries under presently existing sublicenses and agreements with respect thereto, and subject to any necessary approval of Flexi-Van, Inc. In connection with litigation, if any, commenced after the Effective Date (as defined in Section 5(a) below) but relating to customers' use of Flexi-Vans sold or leased prior thereto by Seller or any of its Divisions, Seller and Buyer shall share equally the conduct and cost of the defense; but each shall conduct and bear its own costs in conducting litigation based on Flexi-Vans sold or leased by it after the Effective Date.

(c) Nothing contained in this Agreement or in any document delivered pursuant hereto shall give Seller any right to use the name "Strick" in any form or combination in connection with Seller's business, or shall give Buyer any right to use the name "Fruehauf" in any form or combination in connection with Buyer's business.

3. The liabilities of Seller to be assumed by Buyer at the Closing Date shall consist of the following as then constituted:

(a) The classifications of Current Liabilities

PLAINTIFF'S EXHIBIT 4

(without the dollar amounts) of the Strick Division shown on the Comparative Balance Sheet as follows:

Current Liabilities:

Trade Accounts Payable
Reserve for Warranties
Other Current Liabilities

exclusive of accruals (if any) on account of periods ending on or prior to December 31, 1965 for the following: discounted lease payments, franchise taxes, income taxes, sales and use taxes, payroll taxes and other taxes withheld from wages or salaries, Federal excise taxes applicable to new finished trailers and to trailers leased or sold.

(b) Obligations for replacements and repairs under warranties of products manufactured by the Strick Division whenever sold or leased, as to all of which Buyer shall indemnify Seller and hold it harmless from customers' claims; but Seller shall remain responsible for claims, whether groundless or otherwise, arising out of injury to persons or property alleged to have occurred in connection with products manufactured by the Strick Division and sold or leased before the Effective Date.

(c) Obligations and duties of Seller under existing contracts relating to the business of the Strick Division

(either as purchaser or seller, or in any other capacity) and leases of real estate and personal property used by the Strick Division (either as lessee or lessor); and Buyer hereby agrees to make reasonable efforts to obtain releases of Seller's obligations under purchase orders, leases and other contracts assumed by Buyer, as soon as practicable after the Closing Date. In this connection, Buyer will endeavor to substitute its own purchase orders for those of Seller in respect of the purchase order obligations assumed by Buyer and will, from time to time, when requested by Seller, give to Seller such information regarding outstanding commitments assumed by Buyer and the progress in obtaining releases of Seller's obligations thereunder as Seller may reasonably request. Buyer will also endeavor to have itself substituted as the primary debtor under accounts payable assumed by it and not paid within sixty (60) days after the Closing Date; and Buyer agrees to deliver to Seller a report on the status of such accounts payable as at the end of six (6) months following the Closing Date, certified by Lybrand, Ross Bros. & Montgomery or other independent auditors chosen by Buyer and satisfactory to Seller.

4. (a) Seller represents and warrants to Buyer that, to the best of the knowledge and belief of the responsible

officers and employes of Seller:

(1) Seller has good and marketable title in fee simple to all properties listed on the Property List as owned by it, and good right under valid and subsisting leases to all properties listed on the Property List as leased by it; that it owns outright all the machinery and equipment in the plants and structures referred to in the Property List; that it is the owner of all the patents and patent applications referred to on the Patent List and all the trade marks, trade names and trade mark applications referred to on the Trade Mark List; and that it owns all the other assets and properties reflected on the Comparative Balance Sheet as at October 31, 1965, or acquired by Seller for use by the Strick Division thereafter, other than such assets or properties disposed of subsequent to October 31, 1965, in the regular and ordinary course of business.

(2) Title to all such properties is, or at the Effective Date will be, in each case free and clear of all mortgages, liens, charges, encumbrances, equities, pledges, conditional sales agreements or claims of any nature whatsoever except as reflected on the Comparative Balance Sheet or in notes appended thereto, or in the Property List, and except for

current taxes and assessments not in default and miscellaneous liens arising in the ordinary course of business and restrictions, covenants, easements, rights, licenses and minor imperfections of title, all of which do not in the aggregate materially interfere with the right and ability of Seller to make free use of such properties and assets or materially impair the financial condition or operations of Seller.

(b) Buyer represents and warrants to Seller that to the best of the knowledge and belief of the responsible officers and employes of Buyer, they have done nothing and do not know of anything that has been done to make the Seller's statements in Section 4(a) inaccurate.

(c) No personal liability shall devolve upon any officer or employe of either Seller or Buyer on account of the representations and warranties set forth in Section 4(a) or Section 4(b).

5. (a) Each of the parties shall make available to the other forthwith all of the books and records applicable to the Strick Division, and shall cause a balance sheet of the Strick Division to be prepared as of the close of business on December 31, 1965 (the "Effective Date"), under the joint

PLAINTIFF'S EXHIBIT 4

supervision of Seller's Comptroller or such other person as may be designated by Seller, and a Vice President of the Strick Division or such other person as may be designated by Buyer. Such balance sheet shall be prepared in accordance with generally accepted accounting principles (except as otherwise required by the provisions of this Agreement) and, where applicable, on the basis of the knowledge of the responsible officers of Seller and of the Strick Division, in good faith; and each party agrees for itself and its own responsible officers that it and they will use their best efforts to assure that the balance sheet as of the Effective Date shall not be inaccurate and shall fairly reflect, on its face or in notes appended thereto, the assets to be purchased and the liabilities to be assumed by Buyer hereunder, as constituted at the Effective Date, in accordance with generally accepted principles of accounting except that:

(1) In the valuation of inventories as at the Effective Date, obsolescence shall be $ 500,000.00 . The representatives of Seller and Buyer designated in or pursuant to Section 5(a) shall jointly determine the number and value of new finished trailers, such value to include the Federal manufacturers' excise tax thereon. The sale price of leased

trailers sold to Buyer hereunder shall be increased by the amount of Federal excise tax payable by Seller as a result of such sale.

(2) The dollar amount of the Reserve for Warranties as at the Effective Date shall be $ 400,000.00 .

(3) The determinations made under Sections 5(a)(1) and 5(a)(2) shall be final and conclusive on the parties and their respective auditors in the preparation and review of the Approved Balance Sheet (defined in Section 5(c) below).

(b) The balance sheet prepared in accordance with Section 5(a) shall be audited by Touche, Ross, Bailey & Smart, independent auditors retained by Seller, and Lybrand, Ross Bros. & Montgomery, independent auditors retained by Buyer; and the audited balance sheet, as certified by Touche, Ross, Bailey & Smart, shall be subject to approval by Lybrand, Ross Bros. & Montgomery, which approval shall not be unreasonably withheld.

(c) The balance sheet so audited and approved, as at the Effective Date, is herein referred to as the "Approved

Balance Sheet".

6. (a) The Closing of the sale hereunder (the "Closing Date") shall be on January 14, 1966, if the necessary approval of the Federal Trade Commission shall have been obtained prior to that date; otherwise, subject to the provisions of Section 12, the Closing Date shall be on the tenth full business day after such approval is obtained (or on such other business day as may be fixed by agreement of both parties), at 11:00 A.M. (E.S.T.) in the office of The Prudential Insurance Company of America in the City of Newark, New Jersey.

(b) At the Closing Date:

(1) Seller shall deliver to Buyer all proper instruments of transfer including deeds to real estate, bills of sale for personal property and assignments of contracts, leases, patents, patent applications, licenses and other assets sold hereunder, except that Buyer may accept at the Closing Date, as to all or any part of the foregoing, one or more general assignments containing Seller's assurance that it will promptly thereafter execute and deliver all such further instruments as Buyer may reasonably request to confirm Buyer's title to particular assets included in the sale and otherwise to carry out this

Agreement; and Seller shall deliver to Buyer an agreement to repurchase at the unpaid net balance thereof any accounts receivable sold hereunder, classified as "Parts and Service," to the extent, not exceeding Fifty Thousand Dollars ($50,000) in the aggregate, that such accounts shall not have been paid at or before the expiration of six (6) months after the Closing Date, and to repurchase at the unpaid net balance thereof any other accounts receivable sold hereunder, without limitation as to amount, if the account debtor or debtors shall have made an assignment for the benefit of creditors or shall have become the subject of proceedings in bankruptcy, reorganization, insolvency or similar proceedings prior to March 1, 1966. In determining unpaid net balances of accounts, any amounts received by Buyer from an account debtor after the Effective Date shall be conclusively deemed to be received on account of, and shall be applied first to the reduction until discharge of, such debtor's account as at the Effective Date, notwithstanding any agreement or understanding to the contrary between Buyer and the account debtor.

(2) Buyer shall deliver to Seller an effective instrument assuming and agreeing to pay, perform and

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discharge the liabilities and obligations to be assumed by it hereunder, including an assumption of accounts payable and other liabilities incurred or payable by Seller for the account of the Strick Division as of the Effective Date, assumptions of obligations under contracts, leases and licenses assigned to Buyer hereunder, and assumption of and indemnification against all liabilities and obligations (including but not limited to income and other taxes) arising out of operations of the Strick Division after the Effective Date up to and including the Closing Date in the regular and ordinary course of business; and

(3) Buyer shall pay or cause to be paid to Seller the tentative purchase price (subject to adjustment as provided in Section 8) by certified or bank cashier's checks drawn on New York Clearing House funds, in an amount equal to (i) the estimated book value of the assets sold and to be transferred (described in Section 2(a) above) net of current liabilities assumed (described in Section 3), Twenty-Two Million Dollars ($22,000,000), plus (ii) Seventeen Million Dollars ($17,000,000) constituting the amount to be paid by Buyer for the leases, patents, patent applications, inventions, licenses, rights under licenses, trade marks and trade names (including

the "Strick" name), and good will acquired by it hereunder (described in Section 2(b) above), making an aggregate presently estimated at Thirty-Nine Million Dollars ($39,000,000) plus (iii) an amount equal to 5% of that estimated aggregate multiplied by a fraction the numerator of which shall be the number of days elapsed between the Effective Date and the Closing Date, and the denominator of which shall be 365.

7. (a) From the Effective Date until the Closing Date Seller shall permit the Strick Division to be operated in the regular and ordinary course of business in accordance with its past practices (the "interim operation"), for the account of Buyer, and Seller agrees that until the end of the interim operation, it will commit no waste of or interference with the rights, operations or properties of the Strick Division, and will use its best efforts to maintain and preserve intact the business organization of the Division and preserve good relations between the Division and its employes, suppliers, customers and others having business relations with the Strick Division.

(b) As soon as practicable after the Closing Date, the parties shall account for and settle any balances solely on account of the interim operation by the payment of cash

in an amount sufficient to place Buyer in the same financial position as it would have been if it had conducted operations of the Strick Division for its own account from January 1, 1966, to the Closing Date.

8. Within five full business days after the Approved Balance Sheet shall have been made available to the parties, there shall be an adjustment of the tentative purchase price either upward or downward, on the following basis:

(a) If the book value of assets purchased pursuant to Section 2(a) net of current liabilities assumed pursuant to Section 3, as shown on the Approved Balance Sheet ("Net Book Value"), shall be more than the presently estimated Twenty-Two Million Dollars ($22,000,000), Buyer shall pay to Seller cash in an amount equal to the difference between the Net Book Value and Twenty-Two Million Dollars ($22,000,000).

(b) If Net Book Value as shown on the Approved Balance Sheet shall be less than Twenty-Two Million Dollars ($22,000,000), Seller shall pay to Buyer cash in an amount equal to the difference between Twenty-Two Million Dollars ($22,000,000) and such Net Book Value.

PLAINTIFF'S EXHIBIT 4

(c) In either case, to the amount paid under either subparagraph (a) or (b) of this Section 8 there shall be added and paid, at the same time, 5% of such amount multiplied by a fraction the numerator of which shall be the number of days elapsed between the Effective Date and the date of payment of the adjustment, and the denominator of which shall be 365.

(d) No adjustment shall be made in the purchase price for the assets described in Section 2(b).

9. All employes in the Strick Division shall automatically become employes of Buyer at the Closing Date but as of the Effective Date. Seller and Buyer shall cooperate to do all things reasonably required to the end that Buyer's employment of such employes shall take place under conditions which will not adversely affect their interests in Pension Trust Funds established by Seller or in Seller's 1956 Incentive Compensation Plan or any other profit-sharing, compensation or bonus plan, and Seller shall pay or cause to be paid incentive compensation and bonuses to such employes for the year 1965 and prior years, in accordance with its past practices, under the 1956 Incentive Compensation Plan and any other such plan applicable to any such

employes, without discrimination on account of their employment by Buyer.

10. Each of the parties agrees to cooperate with the other in all respects and make reasonable efforts to obtain the necessary approval of the Federal Trade Commission, to effectuate the proposed financing in connection with the purchase by means of a loan of Thirty-Five Million Dollars ($35,000,000) to Buyer from The Prudential Insurance Company of America and a loan of Ten Million Dollars ($10,000,000) to Buyer from The First Pennsylvania Banking and Trust Company (or to effectuate like financing by one or more other financial institutions), and to do such other things to effectuate the sale and purchase herein contemplated to the mutual satisfaction of the parties; but Seller shall have no liability for failure to obtain the necessary approval or to effectuate such financing of the sale and purchase herein contemplated, and Seller shall not be obligated to undertake any primary, secondary or other liability for any such loan or loans.

11. (a) It shall be a condition of the obligation of Buyer to make the purchase herein contemplated that:

PLAINTIFF'S EXHIBIT 4

(1) The representations and warranties of Seller in Section 4 of this Agreement shall be true on and as of the Closing Date in all material respects with the same effect as though made on and as of such date, and Seller shall have delivered to Buyer a certificate, dated the Closing Date and signed by any two of the President, any Vice President and the Comptroller of Seller to such effect;

(2) None of the real or personal property of Seller to be sold hereunder, having a value in the aggregate in excess of Twenty-Five Thousand Dollars ($25,000) which is not fully covered by insurance, shall have been lost, damaged or destroyed and none of such property, whether or not covered by insurance, the loss, damage or destruction of which materially interferes with the ability of Seller to conduct its business, shall have been lost, damaged or destroyed;

(3) Buyer shall have been provided with certified copies of resolutions duly adopted by the Board of Directors of Seller approving the sale contemplated by this Agreement and authorizing all necessary or appropriate action to enable Seller to make it effective.

(4) Buyer shall have received an opinion of Ernest L. Rushmer, Esquire, General Counsel for Seller, dated

the Closing Date, to the effect that this Agreement has been duly authorized, executed and delivered by Seller and is the legal, valid and binding obligation of Seller enforceable in accordance with its terms; all corporate proceedings necessary to authorize the consummation of the transactions contemplated by this Agreement have been duly taken; and that the Deeds of conveyance, bills of sale and other instruments of sale and transfer delivered by Seller at the Closing Date have been duly authorized, executed and delivered by Seller.

(b) The obligation of each party to close hereunder is subject to the approval by their respective counsel, which shall not be unreasonably withheld, of all instruments to be delivered at the Closing Date by the other party under the terms of this Agreement.

12. If deferment of the Closing Date is due to failure to obtain the necessary approval of the Federal Trade Commission prior to January 14, 1966, Seller may terminate its obligations under this Agreement by giving five (5) full business days' notice thereof to Buyer, except that such termination shall not take effect if such approval is obtained before the end of such

five (5)-day period. If the necessary approval of the Federal Trade Commission shall have been obtained but the Closing shall not have occurred on the Closing Date, due to failure of Buyer to meet its obligations hereunder, Seller may upon notice to Buyer terminate all obligations of Seller under this Agreement. Any such termination shall be without liability on the part of either party to the other.

13. Any notice required or permitted to be given hereunder shall be properly given if in writing, sent by registered or certified mail, postal charges prepaid, addressed:

(a) If to Seller, to its President and a copy to its General Counsel, at 10900 Harper Avenue, Detroit, Michigan 48232;

(b) If to Buyer, to Mr. Solomon Katz, Dorchester Apartments, West Rittenhouse Square, Philadelphia, Pennsylvania 19103, and a copy to Robert M. Blair-Smith, Esquire, Schnader, Harrison, Segal & Lewis, 1719 Packard Building, Philadelphia, Pennsylvania 19102.

(c) To either party, to it at such changed address as it shall have designated by notice given to the other party as herein provided.

PLAINTIFF'S EXHIBIT 4

14. Miscellaneous Provisions:

(a) With respect to any assets sold hereunder which cannot be physically delivered to Buyer because they are in the possession of third parties, or otherwise, Seller at Buyer's option shall give irrevocable instructions to the party in possession thereof, with copies to Buyer, that all right, title and interest in and to the same have been vested in Buyer and that the same are to be held for Buyer's exclusive use and benefit.

(b) Buyer shall have the right and authority after the Closing Date to collect, for the account of Buyer, all receivables and other items which shall have been transferred to Buyer hereunder, and to endorse with the name of Seller any checks received on account of any such receivables or other items.

(c) Ad valorem taxes shall be apportioned to the Effective Date; Federal stamp taxes on transfers shall be paid by Seller; State and local transfer taxes on transfers made hereunder shall be shared equally by Seller and Buyer, except that in the case of sales or use taxes, if the law requires the tax to be collected from the purchaser, Buyer shall be responsible for payment thereof; and Seller shall be

responsible for payment of the Federal manufacturers' excise tax applicable to all new finished trailer and to rentals on leased trailers transferred hereunder, accrued to the Effective Date.

(d) Buyer shall have and preserve in good order all books and records pertaining to the Strick Division, and shall cooperate with Seller in making such books and records, and relevant testimony of its officers and employes, available to Seller and its counsel and other representatives, for the defense of claims against Seller for taxes or other liabilities based on operations of the Strick Division prior to the Closing Date; but Buyer shall not be liable for loss, if any, or expenses incurred by Seller in connection with claims based on transactions or events which occurred before the Effective Date.

(e) Each of the parties shall use its best efforts to procure consents to the assignment of any contracts (including leases) which require such consents, and to obtain releases for Seller as to any further obligations thereunder. In case such consent is not obtained, Seller shall cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits under such contract, including enforcement, at Buyer's expense, of any and all rights of Seller against the other party

arising out of breach or cancellation thereof by such other party or otherwise.

(f) Seller agrees to arrange for and make any public announcement of the terms of this Agreement, as and when required or permitted by law or by the applicable rules of any governmental authority or stock exchange; and Buyer shall have no responsibility with respect thereto, and agrees not to make any such announcement without the prior written consent of Seller.

(g) This Agreement may not be assigned by either party except with the written consent of the other party's authorized officers; it constitutes the entire agreement between the parties and may not be modified except by an instrument in writing signed by a duly authorized officer of each party; and it shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties.

(h) No broker, agent or realtor originated or negotiated the sale and purchase herein contemplated, and each party agrees to indemnify and defend the other party against any claims for brokerage, finder's fees or the like claimed to have been incurred by or on account of the actions of the

indemnifying party, its officers, employes or agents.

(i) The validity and effect of corporate action taken in connection with this Agreement shall be determined according to the law of the domicile of the corporation taking or obligated to take such action. In other respects, the sale and purchase hereby contemplated shall be enforced, and this Agreement shall be construed, in accordance with the law of Pennsylvania in which the principal properties used by the Strick Division are located.

15. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one of such counterparts.

WITNESS the signatures of the parties by their respective duly authorized officers as of the day and year first above written.

FRUEHAUF CORPORATION

Attest: _____
Secretary

By _____
President

STRICK TRAILER CORPORATION

Attest: _____
Secretary

By _____
President

PLAINTIFF'S EXHIBIT 4
STRICK DIVISION

(Including Lamicor Division)

COMPARATIVE BALANCE SHEET

ASSETS	Oct. 31, 1965	Sept. 30, 1965	Dec. 31, 1964
Current Assets:			
Cash	$ (1,988,036)	$ 413,371	$ (740,204)
Trade Accounts and Notes:			
Equipment Invoiced	8,115,734	8,372,719	8,138,625
Equipment Uninvoiced	1,754,468	1,854,230	3,475,521
Advances on Trades	485,344	817,278	312,178
Parts and Service	501,356	516,333	381,632
Lease Income	215,857	238,643	587,596
	$ 11,072,759	$ 11,799,203	$ 12,895,552
Other Receivables	$ 50,221	$ 65,318	$ 42,009
Inventories:			
New Trailers	$ 1,076,449	1,196,371	1,042,571
Used Trailers	892,188	921,249	1,303,099
Plant Inventories	10,812,288	10,014,708	7,227,885
	$ 12,780,925	$ 12,132,328	$ 9,573,555
Total Current Assets	$ 21,915,869	$ 24,410,220	$ 21,770,912
Property, Plant and Equipment	11,779,539	11,609,644	11,954,645
Accumulated Depreciation	3,661,843	3,590,690	3,575,014
	$ 8,117,696	$ 8,018,954	$ 8,379,631
Prepaid Expenses and Other Assets	$ 39,625	$ 28,708	$ 57,107
Due from Rentco Division	11,129,503	11,156,745	6,569,883
Due from D-Fab Division	1,113,025	1,025,757	226,461
Total Assets	$ 42,315,718	$ 44,640,384	$ 37,003,994
LIABILITIES			
Current Liabilities:			
Trade Accounts Payable	$ 3,552,828	$ 3,825,159	$ 3,427,424
Reserve for Warranties	598,099	582,016	464,900
Other Current Liabilities	4,435,781	4,447,042	3,349,085
Total Current Liabilities	$ 8,586,708	$ 8,854,217	$ 7,241,409
Lease Payments Discounted	896,004	614,862	857,106
Home Office Account	28,784,405	29,650,603	22,916,247
Net Profit Before Taxes	4,048,601	5,520,702	5,989,232
Total Liabilities	$ 42,315,718	$ 44,640,384	$ 37,003,994

PLAINTIFF'S EXHIBIT 4

PROPERTY LIST

Prepared under and pursuant to Section 2 (a) of the Agreement dated January 11, 1966 between Fruehauf Corporation and Strick Trailer Corporation with respect to assets of the Strick Division.

Real Properties Owned

Location	Description
93rd Street & Drexel Ave., Chicago, Ill.	70,000 sq. ft. building containing trailer manufacturing plant, sales and service branch, and offices situated on approx. 10 acres.
525 Davisville Road Willow Grove, Pa.	40,000 sq. ft. building containing plastics, products manufacturing facilities and office on approx. 6 acres.

Real Properties Leased to Seller

Location	Description of Property and Terms of Lease
4612 Wilkinson Blvd. Charlotte, N. C.	Used trailer lot and offices on approximately 3 acres. Term: 10 yrs. starting 10/1/60 Rental: $500 per month Options: (a) Lessee may terminate any time after 10/1/63 on 120 days notice. (b) Lessee has right of first refusal to purchase.
U. S. Highway No. 1 and Street Road, Trevose, Pa.	Used trailer sales lot and office and trailer repair building on approx. 30 acres. Term: 20 years starting 12/1/53 Rental: $1,100 per month plus increase in taxes over those at 2/1/53. Options: Lessee has first option to purchase. Note: This lease was acquired by Fruehauf Trailer Co.

PLAINTIFF'S EXHIBIT 4

when it purchased assets of Strick Company in 1956. Under the terms of this Purchase Agreement, Fruehauf has the right to terminate this lease on 90 days' notice, which right is to be assigned to the Strick Trailer Corporation.

924 E. 93rd Street
Chicago, Ill.

700 sq. ft. of office space
Term: Month to month starting 4/15/65.
Rental: $115 per month.

945 E. 93rd Street
Chicago, Illinois

South Drexel Avenue near 93rd Street. Unimproved lot. Approximately 4 acres. Leased.

225 Lincoln Highway
Fairless Hills, Pa.

Buildings for trailer manufacturing, sales and service facilities, and offices. Situated on approx. 117 acres.
Term: 25 years starting April 1, 1961 with 10 successive 5 year renewals.
Rental: $6,136.43 per month.
Options: Lessee has option to purchase for amount of unamortized mortgage or purchase subject to the mortgage.

To be sublet to Strick in part:

3661 Bandini Blvd.
Los Angeles, Calif.

Sales branch and used trailer lot on 7.122 acres.
~~Term: 6 years starting 10/1/65.~~
Rental: $2,165 per month.

Note: This lot is used by both Strick and Rentco. Rentco occupies 5 acres and Strick 2.122 acres. Strick is charged rental of $7,764.48 per year (92,434.32 sq. ft. @ ~~$.084 per sq. ft.~~)

PATENT LIST

(Under and pursuant to Section 2(b) of Agreement made as of January 11, 1966, by and between Fruehauf Corporation and Strick Trailer Corporation)

I - Patents - Group A

Subject Matter	Country	Patent Number	Issue Dat
	United States	2,743,940	
	United States	2,757,043	
	United States	2,767,015	
	United States	2,773,718	
Plastic Liners and Plastic Ceiling Liner for Trailers	United States	2,791,463	
Pre-Selector for Positioning Running Gear Relative to Trailer Body Load	United States	2,831,700	
Pre-Selector for Positioning Running Gear Relative to Trailer Body Load	United States	2,841,411	
Insulated Load Supporting Structural Beams for Refrigerated Trailers	United States	2,857,196	
Plastic Doors and Door Frames for Trailers	United States	2,871,056	
Anti-Chatter Device for Vehicles	United States Canada	2,912,252 647,133	

Plaintiff's Exhibit
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PATENT LIST (continued)

I - Patents - Group A (continued)

Subject Matter	Country	Patent Number	Issue D
	United States	2,912,277	
Spacer Pad for Containers	United States Canada	2,975,933 647,990	
Means for Securing a Wheeled Unit to a Trailer Body (Strickride)	United States Canada	3,080,191 687,925	
Smooth Skin Trailer	United States	3,141,697	
Removable Side Construction for Flat-Bed Trailers	United States	3,141,698	
Fail-Safe Means for Mechanism Coupling Running Gear to Vehicle Body	United States	3,177,002	
Load Equalizer for Single Axle Bogies	United States Canada	3,177,004 721,629	
Harness for Trailer Clearance Lights	United States	3,192,377	
Clearance Lights for Trailers	United States	3,196,267	
Roof Bow Fitting for Vehicle with Removable Side Sections	United States	3,205,002	
Mobile Warehouse System (Stow'N Go)	United States	3,211,313	

Plaintiff's Exhibit 4.

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PATENT LIST (continued)

I - Patents - Group A (continued)

Subject Matter	Country	Patent Number	Issue D
Post and Sheet Panel Construction for Vehicle Body (Integral Rivet)	United States Canada	3,216,758 712,042	
Flexible Landing Gear Foot	United States	3,219,362	
Two-Position Removable Roof Bow	United States	3,226,153	

Plaintiff's Exhibit 4
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PATENT LIST (continued)

II - Patent Applications - Group A

Subject Matter	Country	Serial Number	Filing Date
Vehicle with Means to Raise the Rear Thereof	United States	340,660	
Flush Mounted Clearance Lights for Trailers	United States	370,164	
Projection-Mounted Clearance Lights for Trailers	United States	380,590	
Rubber Turntable	United States	385,362	July 27, 1964
Roll-Type Side Door	United States	390,338	August 18, 1964
Locking Mechanism	United States	403,895	October 14, 1964
Multiple Corrugations	United States	407,029	October 28, 1964
Railroad Car with Elastic Means to Isolate	United States	413,779	November 25, 1964
Commando (Tractor with Means to Effect Zero Turning Radius)	United States	418,630	December 16, 1964
Trailer Axle Misalignment and Wheel Runout Indicator	United States	424,277	January 8, 1965
Divisional Integral Rivet	United States	435,172	February 25, 196

Plaintiff's Exhibit 4
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PATENT LIST (continued)

II - Patent Applications - Group A (continued)

Subject Matter	Country	Serial Number	Filing Date
Stow'N Go (Mobile Warehouse System)	United States Canada	4 9	December 7, 1964
Roof Bow Tube with End Insertion Pins	United States	4	May 12, 1965
System for Transferring Containerized Cargo	United States	45	May 17, 1965
Smooth Skin Trailer	Canada	(corresponding to USP#3,141,697)	
Removable Side Construction for Flat-Bed Trailers	Canada	(corresponding to USP#3,141,698)	
Fail-Safe Means for Mechanism Coupling Running Gear to Vehicle Body	Canada	(corresponding to USP#3,177,002)	
Harness for Trailer Clearance Lights	Canada	(corresponding to USP#3,192,377)	
Clearance Lights for Trailers	Canada	(corresponding to USP#3,196,267)	

Plaintiff's Exhibit 4

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PATENT LIST (continued)

III - Patents - Group B

Subject Matter	Country	Patent Number	Issue Date
Vertical Container Couplers	United States Canada	2,963,310 ✓ 646,389	
Horizontal Container Couplers (2)	United States Canada	2,972,175 ✓ 650,511	
Folding Kingpin	United States Canada	2,981,555 654,849	
Retractable Landing Gear (1)	United States Canada	2,990,194 654,853	
Retractable Landing Gear (2)	United States Canada	3,024,042 693,209	
Horizontal Container Couplers (1)	United States	3,052,941 ✓	
Tandem Axle Semi-Trailer Convertible to Single Axle Semi-Trailers and Vice Versa (Stricktainer)	United States Canada	3,004,772 654,783	
Container Corner Fitting for Bottom Lifting	United States Canada	3,128,117 719,948	
Continuous, Self-Locking Means and Method of Attaching Roof Sheet to Sides of Vehicle Body	United States	3,205,001	

Plaintiff's Exhibit 4
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PATENT LIST (continued)

IV - Patent Applications - Group B

Subject Matter	Country	Serial Number	Filing Date
Coupled Cargo Van Containers	United States Canada	807,383 796,378	April 20, 1959
Semi-Automatic Coupler	United States	396,669	September 15, 196
Split Compression Spring for Radial Assembly	United States	401,359	October 5, 1964
Coupleable Containers with Demountable Adapter Frames	United States Canada	461,393 945,838	June 4, 1965

Plaintiff's Exhibit 4
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PATENT LIST (continued)

V - Patents and Patent Applications - Group C

1. Letters Patent, and applications therefor, in countries foreign to the United States and Canada, corresponding in subject matter to the United States and Canadian patents and applications listed in Groups "A" and "B" of this Patent List, including particularly, but not by way of limitation:

(a) Coupleable container patents and patent applications in:

Australia	France	Holland	Mexico
Brazil	Germany	Italy	Sweden
	Great Britain	Japan	

(b) "Stricktainer" patents and patent applications in:

Brazil	Germany	Sweden

Plaintiff's Exhibit 4
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SCHEDULE OF
TRADE NAMES AND TRADEMARKS

(Under and pursuant to Section 2(b) of Agreement made as of January 11, 1966, by and between Fruehauf Corporation and Strick Trailer Corporation)

	Registrations		Applications	
Trade Names/Trademarks	Registration No.	Issue Date	Serial No.	Filing Date
STRICK				
STOW 'N GO	765,795	March 3, 1964		
STRICK LITE			(Published November 30, 1965)	
LAMICLAD			(Published October 12, 1965)	
LAMICOR	798,679	November 16, 1965		
STRICKROOF	624,824	April 10, 1956		
STRICKTAINER				
TRAILER OF THE MONTH			(Pending--No action as yet)	

Plaintiff's Exhibit 4
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USA 336-478
(REV. 4-23-71)

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

5

FPI NI—9-24-75 90M-4417

PLAINTIFF'S EXHIBIT 5.

GENERAL ASSIGNMENT

AND

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Fruehauf Corporation, a Michigan corporation with its principal office at 10900 Harper Avenue, Detroit, Michigan hereinafter called "Seller," for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it in hand paid by Strick Trailer Corporation, a Pennsylvania corporation, hereinafter called "Buyer," at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned and delivered, and by these presents does grant, bargain, sell, assign and deliver unto the said Buyer, all contract rights as more specifically described in that certain agreement of sale of the Strick and Lamicor Divisions by Seller to Buyer, dated January 11, 1966, and all personal property described in said agreement of sale in which Seller has any interest and which is devoted to the business of Seller's Strick or Lamicor Divisions at the date these presents are signed, except patents, applications for patents, licenses of patents, trademarks and trade names.

TO HAVE AND TO HOLD said property unto the said Buyer, its successors and assigns, forever.

AND the said Seller, its successors and assigns, shall and will, by these presents, warrant and forever defend the said property unto the said Buyer, its successors and assigns, from and against all persons whomsoever; provided that this warranty shall not apply to leasehold improvements further than to assure Buyer of the transfer of all of Seller's right, title and interest therein and thereto.

Seller further covenants that it will hereafter execute

PLAINTIFF'S EXHIBIT 5

and deliver all such further instruments as Buyer may reasonably request to confirm Buyer's title to particular assets or properties included in the sale provided for in the agreement between the parties hereto made as of the 11th day of January, 1966.

IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 11th day of January, 1966, effective as of the first day of January, 1966.

FRUEHAUF CORPORATION

By _____
W. E. Grace, President

ATTEST:

_____
Ernest L. Rushmer, Secretary

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss.

On this 11th day of January, 1966, before me, a Notary Public in and for said County and State, personally appeared W. E. Grace and Ernest L. Rushmer, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the President and Secretary of Fruehauf Corporation, the Corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said W. E. Grace and Ernest L. Rushmer acknowledged said instrument to be the free act and deed of said Corporation.

_____
Notary Public, Wayne County, Michigan
D. L. ACREE
Notary Public, Wayne County, Michigan
My commission expires.

3'

2574-13

PLAINTIFF'S EXHIBIT 5

ASSUMPTION AGREEMENT

Agreement made as of the 11th day of January, 1966, by and between FRUEHAUF CORPORATION, a Michigan corporation ("Seller"), and STRICK TRAILER CORPORATION, a Pennsylvania corporation ("Buyer"),

W I T N E S S E T H T H A T :

WHEREAS, the Seller under a separate Agreement dated January 11, 1966, has agreed to sell such of its assets as are employed in Seller's Strick Division, as well as the business of such Division, to the Buyer; and

WHEREAS, pursuant to said separate Agreement, Buyer is required to deliver to Seller an agreement covering the assumption of liabilities and obligations of Seller as more specifically set forth in said Agreement dated January 11, 1966.

NOW, THEREFORE, the parties hereto agree as follows:

1. Without limiting the obligations of Buyer in any way under said separate Agreement dated January 11, 1966, Buyer hereby assumes and agrees to pay, perform and discharge

the liabilities and obligations assumed by it under said separate Agreement, including any and all obligations of, or claims against, Seller in respect of a proposed plant and site in Chicago, Illinois, for the Strick Division arising out of negotiations by Seller with Clearing Industrial District, Inc., a Delaware corporation, First National Bank Building, 38 South Dearborn Street, Chicago, any rights of Seller in respect thereto, being hereby assigned to Buyer.

2. Buyer hereby assumes and agrees to pay, perform and discharge accounts payable and other liabilities incurred or payable by Seller for the account of the Strick Division as of the Effective Date, and Buyer assumes all obligations of Seller under contracts, leases, purchase orders, licenses and other obligations however incurred assigned to Buyer, under, and in accordance with, the provisions of said separate Agreement.

3. Buyer hereby assumes, and indemnifies Seller against, all liabilities and obligations of every nature (including, but not limited to, income and other taxes) arising out of operations of the Strick Division after the Effective Date up to and including the Closing Date, all as

PLAINTIFF'S EXHIBIT 5

provided in said separate Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

FRUEHAUF CORPORATION

Attest: By _____
President

_____
Secretary

STRICK TRAILER CORPORATION

Attest: By _____
President

_____
Secretary

PLAINTIFF'S EXHIBIT 6.

C.T.I. Credit

Kindly Return Signed Check To

Aron Pick

In full settlement of account as below. The attached check when properly endorsed by payee to act as a receipt. **Seatrain International, S.A.**

Date	Fruehauf Corp.	Voucher No.
9/21/72	No. 173 - 1001 dtd 8/8/72	$2,952.74

KEY

09/21/72 13.56DET 007 AM KEY DES 035
KEY CLARK ABBOTT
DES E RUSHMER
RE SEATRAIN LTR AND UR TT 9/19
OK TO SIGN AGREEMENT AS PRESENTED.

PLAINTIFF'S EXHIBIT 6

AGREEMENT

This agreement made this 21st day of September, 1972, by and between Seatrain Lines, Inc. (hereinafter called "Seatrain") and Fruehauf Division Fruehauf Corporation (hereinafter called "Fruehauf").

In consideration of the sum of Two Thousand Nine Hundred Fifty Two Dollars and Seventy Four Cents ($2,952.74), receipt of which is hereby acknowledged, Fruehauf gives and Seatrain takes full and perfect legal and equitable ownership of the following equipment:

Two (2) 1966 Flexi-Van refrigerated containers with refrigeration units serial numbers B9438 and FNB-9455;

Two (2) diesel motor generators serial numbers 94781980 and 8E3884B.

Fruehauf warrants and represents that it owns above said equipment free and clear of any and all liens or claims.

Fruehauf releases and discharges Seatrain from all covenants, obligations or promises affecting the above said equipment (including but not limited to the payment of rent or purchase installments) which Seatrain has agreed to perform.

Fruehauf

Seatrain

PLAINTIFF'S EXHIBIT 7.

STRICK FINANCE COMPANY / U. S. HIGHWAY NO. 1, FAIRLESS HILLS, PA. / 216 WI

HARRY SHAPIRO, PRESIDENT

USA 33s - 475
(ED. 4-23-71)

PL
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

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FPI-MI—9-7 50M-4417

April 15, 1966

Mr. Laurin Cowling
Milwaukee Motor Transportation Co.
516 W. Jackson Blvd.
Chicago, Ill.

Dear Laurin:

Your letter dated April 7 to Sol Katz has gone unanswered as Sol is out of the country. In Sol's absence, I have checked into this situation, and find that the lease contract covering this transaction is in the hands of the Fruehauf Finance Co., their Accounts Nos. 9007 and 9008.

As you know, the Fruehauf Corp. took over all installment receivables as part of our agreement of sale, and your obligation will be due to Fruehauf. It would, therefore, not serve a useful purpose to have the equipment returned to Strick.

I am certain that Gordon Thorpe is quite anxious to work with you in every possible way in this situation as is the rest of our organization. If there is any further information you would like regarding the contract covering these vehicles or the payments therein, I would be pleased to secure it for you; or, if you would prefer to work direct, Mr. Robert Jackson of Fruehauf Finance, 10940 Harper Ave., Detroit, Mich. is handling the former Strick portfolio.

Sincerely yours,

Harry

cc: Gene Hindin
Sol Katz
Phil Orzeck
Gordon Thorpe

PLAINTIFF'S EXHIBIT 8.

ASSIGNMENT

Detroit, Michigan
December 4, 1972

The undersigned Fruehauf Finance Company hereby sells, assigns, transfers and conveys to Fruehauf Corporation all of undersigned's right, title and interest in and to that certain lease entered into on or about the 6th day of February, 1964, between Fruehauf Corporation and Seatrain Lines, Inc., as amended in writing under date of March 9, 1964 and again amended in writing under date of January 27, 1965, and in and to the equipment leased thereunder consisting of 88 new Strick 040TE35MKIIIR 40' Flexi-Van Refrigerated Containers with Refrigeration Units, B-9401 through B-9488; 12 new Strick 040TE35MKIIIRMR 40' Flexi-Van Refrigerated Containers with Meat Rails and Refrigeration Units, B-9489 through B-9500; 40 Diesel Motor Generators; and, 100 new Strick 700SB Mark III tandem axle Sliding Bogies on 10.00 x 20 level nylon tires, P-568801 through P-568900.

FRUEHAUF FINANCE COMPANY

By Russell G Howell Pres
(Title)

PLAINTIFF'S EXHIBIT 9.

FRUEHAUF
CORPORATION

10900 HARPER AVENUE • DETROIT.

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

9 10

December 15,

Fruehauf Finance Company
10900 Harper Avenue
Detroit, Michigan 48232

Dear Sirs:

Fruehauf Corporation (Fruehauf) manufactures and sells commercial truck trailers, parts and accessories (equipment). In addition to selling equipment for cash, Fruehauf also sells equipment on open account and on the installment plan. Under Fruehauf's installment plan, a separate installment contract (Customer Obligation) is executed for each sale of personal property. Each Customer Obligation provides for a fixed down payment and subsequent payment of a fixed amount each month. Fruehauf retains a security interest in the equipment sold until the terms of the Customer Obligation are fulfilled.

At December 31, 1964, Fruehauf will own Customer Obligations in the approximate amount of $19,000,000. At the same date it will own open accounts receivable representing current sales which will be financed by Fruehauf on its installment plan after December 31, 1964.

Fruehauf hereby agrees to sell to Fruehauf Finance Company all of the Customer Obligations which it owns on December 31, 1964, including open accounts receivable owned by Fruehauf at that date which will become Customer Obligations subsequent to December 31, 1964. (For purposes of this agreement, "Customer Obligations" will include such open accounts receivable.)

(1) The sale of the above described Customer Obligations shall take place at your principal office on December 31, 1964 (Date of Sale). On the Date of Sale we

PLAINTIFF'S EXHIBIT 9

shall deliver to you a duly executed assignment, without recourse against us and in form attached hereto, assigning and transferring to you all of our right, title and interest in and to such Customer Obligations. On the Date of Sale we shall also deliver to you a written estimate of the amount to be owing (excluding finance revenue unearned at that date) as of the close of business on December 31, 1964, on such Customer Obligations (Estimated Amount Due). Not later than January 31, 1965, we will furnish you with a written statement of the exact amount owing (excluding finance revenue unearned at that date) as of the close of business on December 31, 1964, on such Customer Obligations (Exact Amount Due).

(2) The full purchase price to be paid by you for the Customer Obligations sold hereunder shall be an amount equal to 100% of the Exact Amount Due, and shall be computed and paid as follows:

(a) On the Date of Sale you shall pay us, by crediting to our account with you, an amount equal to 90% of the Estimated Amount Due and you shall withhold an amount (Contract Reserve), to insure performance and observance of the covenants, representations and warranties in paragraph (4) below, equal to 10% of the Estimated Amount Due, to be paid and applied by you in the manner and at the times hereinafter provided.

(b) Upon receipt of our statement showing the Exact Amount Due (i) if it exceeds the Estimated Amount Due, you shall pay us an additional amount equal to 90% of such excess and you shall withhold and add to the Contract Reserve an amount equal to 10% of such excess; or (ii) if it is less than the Estimated Amount Due, we shall pay you an amount equal to 90% of the difference between the Estimated Amount Due and the Exact Amount Due and you shall withdraw from the Contract Reserve and retain for your own account an amount equal to 10% of such difference.

PLAINTIFF'S EXHIBIT 9

(3) Not later than January 31, 1965, we shall deliver to you a schedule of the anticipated collections on Customer Obligations to be paid to you on each monthly Settlement Date. (The monthly Settlement Dates shall be on the last day of each month, commencing on February 28, 1965.) We do not guarantee collection of the Customer Obligations.

(4) We hereby covenant, represent and warrant with respect to this agreement and the Customer Obligations sold hereunder that:

(a) At the time of sale each Customer Obligation is owned by us free and clear of all liens, charges and encumbrances and will then represent a legal, valid and binding obligation of a bona fide purchaser of equipment from or through us, and each such obligation will then be enforceable by you in accordance with its terms subject to no penalty or disability.

(b) The true and undisputed amount of the balances owing on Customer Obligations as of the close of business on December 31, 1964, will be the amount set forth in our written statement of the Exact Amount Due which we shall furnish you pursuant to paragraph (1) hereof.

(c) Our assignment to you of the Customer Obligations will, when executed and delivered by us to you, vest in you our entire right, title and interest in and to all of the Customer Obligations referred to in such assignment.

(d) We will warrant and defend your title to the Customer Obligations against all persons whatsoever.

(e) The Customer Obligations will not then or thereafter be subject to any offset, counterclaim or

PLAINTIFF'S EXHIBIT 9

other defense except such as may arise after the close of business on December 31, 1964, out of acts or omissions of parties other than us.

(f) We will duly fulfill all obligations on our part to customers under or any connection with the Customer Obligations sold hereunder and will do nothing to impair your rights to the Customer Obligations and their proceeds.

(g) This agreement and the assignment of the Customer Obligations in the form attached hereto have been duly authorized and, when executed and delivered pursuant hereto, (i) will constitute our legal, valid and enforceable obligation or act, as the case may be, enforceable in accordance with their respective terms; (ii) will not violate any provision of law, any order of any court or any agency of government, or our Articles of Incorporation or By-Laws or any indenture, agreement or other instrument to which we are a party, by which we or any of our property is bound or affected; and (iii) will not be in conflict with, result in a breach of, or with notice and lapse of time constitute a default under, any such indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of our assets or property.

The foregoing covenants, representations and warranties shall survive for a period of five years from the Date of Sale.

(5) We will keep for you at our principal office located at 10900 Harper Avenue, Detroit, Michigan, all Customer Obligations purchased by you hereunder, together with such books of account and other records as will enable

PLAINTIFF'S EXHIBIT 9

you or your designee to determine at any time the status thereof. We will permit you at any time and from time to time to inspect, audit, check and make abstracts from our books, accounts, records or other papers pertaining to such Customer Obligations, and upon your written request we will deliver to you at our expense any such Customer Obligations and such of our records pertaining thereto as you may deem essential to enable you to enforce your rights thereunder. Such Customer Obligations, together with other media relating thereto will be kept safely for you in filing cabinets or containers marked to show your ownership of such Customer Obligations, and each ledger card relating thereto will be perforated, marked or stamped with the legend, "Balance as of the close of business on December 31, 1964, sold to Fruehauf Finance Company under Purchase Agreement dated December 15, 1964."

(6) We will, as your agent, and subject at any time to your right to direct and control, endeavor to collect from the customer, as and when the same becomes due, the amount owing on each Customer Obligation purchased by you hereunder. In the event of a default under any Customer Obligation, we shall have the power and authority, on your behalf, to take such action with respect to any defaulted Customer Obligation of any equipment sold thereunder as we, in the absence of instructions by you, may deem advisable. In the enforcement and collection of such Customer Obligations, we shall be entitled to sue thereon in our name, unless otherwise instructed by you. We agree to defend and indemnify you against all claims and liability with respect to our acts relative to the Customer Obligations. You may at any time by notice in writing terminate our authority to act as your agent and on your behalf as set forth in this paragraph.

Payments made by a customer on any Customer Obligation shall be applied to the earliest payments due thereon.

PLAINTIFF'S EXHIBIT 9

(7) If the customer under any Customer Obligation acquired by you hereunder shall be granted by us (or if it shall be determined that the customer is entitled to) any rebate or adjustment thereon, or if any merchandise or service, the sale of which created any Customer Obligation, is returned or rejected, the amount of any such rebate or adjustment or the amount owing for such returned or rejected merchandise or service, as the case may be, shall be treated as a collection thereon by us for purposes of this agreement.

(8) The Contract Reserve shall be adjusted on each Settlement Date specified in the schedule which we shall furnish you pursuant to paragraph (3) hereof on the basis of the cumulative aggregate amount of collections received by us to the end of the Settlement Period (the end of the month preceding the month in which the Settlement Date occurs) to an amount equal to 10% of the unpaid principal balances (excluding finance revenue unearned at that date) of installment accounts receivable at the end of the Settlement Period. ("Collections" for the purpose of this paragraph only also shall include unpaid balances of Defaulted Customer Obligations repurchased by us pursuant to paragraph (11) hereof.) At such time as all Customer Obligations owned by you have been collected and paid to you pursuant to the terms of this agreement, you shall thereupon pay over to us the balance, if any, of the Contract Reserve.

(9) On each Settlement Date specified in the schedule which we shall furnish you pursuant to paragraph (3) hereof, we shall submit to you a Settlement Statement setting forth to the best of our knowledge at that date:

(a) The total collections from customers received by us in the Settlement Period on Customer Obligations sold to you hereunder for which we shall not have previously accounted to you.

PLAINTIFF'S EXHIBIT 9

(b) The balances owing on Customer Obligations as to which no monthly payment has been paid with respect to any of the two months immediately preceding the end of such Settlement Period (Defaulted Customer Obligations).

(c) The amount of the Contract Reserve as adjusted to the end of the Settlement Period.

(d) Such other information as you may request for the purpose of effecting an accounting and settlement hereunder.

At the time of submitting each such Settlement Statement to you, we will remit to you for your account the total amount of such collections reflected on such Settlement Statement. Upon receipt by you of each such Settlement Statement, you shall forthwith pay to us out of the Contract Reserve the excess of the amount of the Contract Reserve over the amount of Contract Reserve as adjusted at the end of the Settlement Period under paragraph (8) hereof.

(10) Whenever any Customer Obligation becomes a Defaulted Customer Obligation, we will promptly mark our books and records with regard thereto to that effect. We may, at our option, repurchase any Defaulted Customer Obligation at a price equal to the unpaid principal balance thereof (excluding finance revenue unearned at that date). In the case of such repurchase, you shall assign such Defaulted Customer Obligation to us without recourse, and any amount paid by us on such repurchase shall be treated as a collection thereon for purposes of this agreement. If we do not exercise such option to repurchase, you may, at your option, charge the outstanding balance (excluding unearned finance revenue at repurchase date) of such Defaulted Customer Obligations to the Contract Reserve and then reassign such Defaulted Customer Obligation to us without recourse.

PLAINTIFF'S EXHIBIT 9

(11) We agree, at any time and from time to time, to execute and deliver, or cause to be executed and delivered, to you any and all instruments and other documents which you shall reasonably request to effectuate the purposes of this agreement.

This agreement and the sale of Customer Obligations hereunder shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Michigan.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If the foregoing is in accord with your understanding, please so indicate by signing and returning to us the attached copy of this letter, which will then constitute a binding agreement under which we agree to sell to you and you agree to purchase from us the above-described Customer Obligations on the terms and conditions provided herein.

Very truly yours,

FRUEHAUF CORPORATION

By _____
Vice President

Accepted and agreed to:

FRUEHAUF FINANCE COMPANY

By _____
Vice President

PLAINTIFF'S EXHIBIT 9

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer unto Fruehauf Finance Company, its successor or assigns all of the right, title and interest of the undersigned in, to and under each and every Customer Obligation as defined in the Purchase Agreement dated December 15, 1964, between the undersigned and said Fruehauf Finance Company owned by the undersigned at the close of business on December 31, 1964, and all of the right, title and interest of the undersigned in and to the balances owing.

The aggregate amount owing on the Customer Obligations hereby sold, assigned and transferred is estimated to be $29,000,000 as of December 31, 1964.

This assignment is made pursuant to and upon all of the warranties, representations, covenants and agreements on the part of the undersigned contained in said Purchase Agreement and is to be governed thereby and by the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned has executed this assignment this 15th day of December, 1964.

FRUEHAUF CORPORATION

BY _____

Vice President

PLAINTIFF'S EXHIBIT 9

JV12-10 B

PROPHAUF CORPORATION

CUSTOMER INSTALLMENT RECEIVABLES - ACCOUNT 1111

AS OF DECEMBER 31, 1964

		TOTAL	PRINCIPAL	FINANCE	DEFERRED INS. PREM.
110-8751	Hill Company	1,375.00	1,300.00	75.00	
8752	" "	1,375.00	1,300.00	75.00	
111-2283	Southern	533,503.28	493,660.17	39,843.11	
2410	Sealand	418,141.44	325,374.74	92,766.70	
2411	"	319,119.11	248,329.98	70,789.13	
2412	"	5,635,115.43	4,929,748.45	705,366.98	
12412	"	700,000.00		700,000.00	
2413	"	581,184.68	452,256.61	128,928.07	
2414	"	1,412,521.60	1,099,167.31	313,354.29	
2415	"	1,318,718.04	1,026,170.34	292,547.70	
2419	Container	465,037.07	361,874.59	103,162.48	
2420	"	166,919.50	129,890.56	37,028.94	
2421	"	500,758.50	389,671.68	111,086.82	
2422	"	180,596.35	140,533.38	40,062.97	
2423	"	656,967.34	511,227.60	145,739.74	
2424	"	464,532.57	361,482.00	103,050.57	
2425	"	4,168.11	3,243.47	924.64	
2427	"	149,228.78	116,124.30	33,104.48	
2428	"	370,383.51	288,218.70	82,164.81	
2429	"	123,461.17	96,072.90	27,388.27	
2430	"	128,399.60	99,915.80	28,483.80	
2431	"	426,533.84	331,912.80	94,621.04	
2432	"	142,177.95	110,637.60	31,540.35	
2433	"	50,937.43	39,637.62	11,299.81	
2434	"	45,269.10	35,226.73	10,042.37	
2435	"	348,200.49	270,956.70	77,243.79	
2436	"	288,076.06	224,170.10	63,905.96	
2440	"	460,534.38	358,370.76	102,163.62	
2441	"	50,017.34	38,921.64	11,095.70	
2442	"	360,534.39	280,554.48	79,979.91	
2443	"	990,846.70	771,040.12	219,806.58	
244[illegible]	"	153,511.46	119,456.92	34,054.54	
2445	"	868,524.28	675,853.36	192,670.92	
2446	"	41,681.12	32,434.70	9,246.42	
2448	"	394,120.26	306,689.76	87,430.50	
2449	"	15,022.27	11,689.77	3,332.50	
4586	Loftin	2,280.85	2,103.94	176.91	
4587	"	2,280.85	2,103.94	176.91	
4829	Zick Tr.	329.00	322.22	6.78	
4836	Cheetha	282.93	277.65	5.28	
4840	"	159.00	156.24	2.76	
4841	Middleb	4,378.46	3,643.43	735.03	
4842	Hathawa	740.45	665.29	75.16	
112-0928	Jobe O	565.38	551.43	13.95	
0930	Issaac E	4,056.15	3,833.12	223.03	
0933	Fulton	3,835.44	3,716.41	119.03	
0934	Isaac E	3,441.60	3,252.36	189.24	
0935	Wenzl R	4,493.50	4,184.67	308.83	

PLAINTIFF'S EXHIBIT 9

1[illegible]9	Collins	[illegible]579.96	565.96	14.00	
0940	Ward B	[illegible]2,376.60	2,213.42	163.18	
0949	Head C	[illegible]2,337.00	2,172.09	164.91	
0954	Showalt	[illegible]4,806.90	4,451.55	355.35	
0955	Harrod	[illegible]207.00	204.80	2.20	
0956	Yoder C	[illegible]945.76	915.76	30.00	
0960	Farrell	[illegible]5,148.36	4,811.06	337.30	
0967	Pricket	46,628.40	40,355.16	6,273.24	
0969	Carls L	46,231.78	39,841.99	6,389.79	
1222	Denwalt	[illegible]1,838.05	1,483.58	109.57	244.90
1223	Star J	[illegible]1,218.24	1,132.56	85.68	
1226	Town &	[illegible]2,006.28	1,848.56	157.72	
1445	Kastane	[illegible]1,473.52	1,428.31	45.21	
1452	Smith J	[illegible]456.47	441.43	15.04	
1458	Halfert	[illegible]2,812.94	2,505.04	307.90	
1543	Express	1,046.64	1,017.24	29.40	
1548	Taylor	[illegible]798.03	769.53	28.50	
1559	West D	3,475.08	2,815.04	300.64	359.40
1560	Larsh M	3,783.96	3,290.42	375.73	117.81
1561	Indl Ga	23,059.40	19,636.74	3,422.66	
1562	Mabery	11,327.04	10,064.54	1,262.50	
1563	Mabery	10,640.16	9,643.28	996.88	
1564	Naron C	1,410.96	1,343.46	67.50	
1730	Southla	1,187.50	1,132.50	55.00	
1735	Sundy E	[illegible]123.38	122.29	1.09	
1738	McElro	[illegible]178.34	176.03	2.31	
1739	Jenkins	[illegible]585.55	568.32	17.23	
1740	Jacks T	[illegible]535.00	523.46	11.54	
1741	Myles W	1,105.00	1,052.89	52.11	
1742	Crum Tr	434.70	423.45	11.25	
1744	Taylor	736.68	695.62	41.06	
1746	B & C T	3,420.00	3,146.40	273.60	
1747	Sundy E	1,629.68	1,531.77	97.91	
1748	Willoug	5,592.96	4,850.90	742.06	
1749	Taylor	6,211.59	5,362.51	849.08	
1750	Nashvil	3,135.00	2,831.40	303.60	
1753	Crum Tr	1,783.40	1,698.78	84.62	
1754	Hinson	825.03	790.41	34.62	
1756	Baker W	2,299.00	2,076.36	222.64	
1758	Boone J	1,989.00	1,827.00	162.00	
1759	Marshal	2,850.00	2,550.00	300.00	
1760	C Quinn	3,591.12	3,213.12	378.00	
1973	Lewith	393.50	384.87	8.63	
2002	Audirsc	1,361.36	1,056.16	78.00	227.20
2005	Jones G	4,059.72	3,062.77	395.59	601.36
2009	Dahl E	2,367.59	1,962.47	164.68	240.44
2029	Greer E	13,616.13	11,819.78	1,796.35	
2030	Clark T	1,914.00	1,784.22	129.78	
2031	"	20,418.00	18,466.57	1,951.43	
2044	Gibson	2,260.86	2,055.03	205.83	
2049	Weber R	3,441.76	2,985.10	456.66	
2052	Sulliva	1,086.58	1,012.06	74.52	
2056	Clark T	4,200.00	3,821.59	378.41	
2057	Gilbert	1,073.25	1,000.62	72.63	
2059	Fleming	10,872.93	9,478.31	1,394.62	
2061	Bevenue	9,873.60	8,488.01	1,385.59	
2062	Bates J	2,713.70	2,448.49	265.21	
2075	Record	6,956.77	5,921.88	1,034.89	

PLAINTIFF'S EXHIBIT 9

114-2077	Welch F	3,600.00	3,216.00	384.00
2078	Moles W	4,554.98	4,083.77	471.21
2080	Acy C W	3,288.00	2,940.00	348.00
2083	Watson	2,931.70	2,628.42	303.28
2084	Roberts	3,430.06	2,992.18	437.88
2085	Peper G	10,145.72	9,377.81	767.91
114-0643	Coastal	90,984.00	86,965.62	4,018.38
0709	Trk Trl	2,256.00	2,150.78	105.22
0712	"	2,363.00	2,231.54	131.46
0715	"	2,840.00	2,578.21	261.79
0783	Double	1,622.04	1,557.33	64.71
115-0006	City-Ho	4,829.36	4,647.12	182.24
0010	"	1,519.34	1,462.01	57.33
0052	"	12,744.01	12,263.11	480.90
118-3641	Jensen	2,800.00	2,800.00	
126-9582	Windsor	87.88	87.27	.73
133-7332	Jay Bee	10,061.00	9,586.67	474.33
7542	National	60,018.75	54,155.48	5,863.27
8117	Jay Bee	186,091.00	153,742.36	32,348.64
9003	Souther	95,061.02	89,533.04	5,527.98
9004	"	289,669.42	272,298.81	17,370.61
9005	"	84,626.88	79,783.05	4,843.83
9006	Florida	9,248.16	8,671.23	576.93
9007	Milwauk	220,460.00	190,536.26	29,923.74
9008	"	44,594.00	41,098.88	3,495.12
9009	Alton B	9,315.60	8,465.00	850.60
9010	Intergr	4,305.42	3,764.37	541.05
9011	"	892.62	838.00	54.62
9012	"	714.02	670.33	43.69
9013	"	3,415.06	2,976.99	438.07
9014	Milwauk	43,128.00	39,087.74	4,040.26
9015	Mfgs Sh	9,400.00	8,098.05	1,301.95
9016	"	5,546.00	4,777.85	768.15
9017	Seatrai	1,715,501.45	1,338,240.69	377,260.76
134-7563	New Dix	6,070.00	5,736.42	333.58
7564	"	6,070.00	5,727.37	342.63
7565	"	6,070.00	5,736.42	333.58
7566	"	6,070.00	5,736.42	333.58
7986	Connoll	854.50	842.24	12.26
8080	McCasl	1,843.00	1,701.77	141.23
8167	Abbott	1,235.00	1,162.20	72.80
8168	"	1,235.00	1,162.20	72.80
8185	K C S E	1,210.00	1,152.80	57.20
8198	Abbott	1,330.00	1,246.00	84.00
8247	New-Dix	6,528.00	5,926.12	601.88
8248	"	6,528.00	5,926.12	601.88
8249	"	6,528.00	5,926.12	601.88
8250	"	6,528.00	5,926.12	601.88
8251	"	8,204.00	7,348.22	855.78
8273	Abbott	1,330.00	1,246.00	84.00
8295	"	1,125.00	1,048.20	76.80
8296	"	1,125.00	1,048.20	76.80
8510	Hill R	1,600.00	1,485.76	114.24

PLAINTIFF'S EXHIBIT 9

		TOTAL	PRINCIPAL	FINANCE	INS. PREM.
134-8520	Kolak J	6,480.00	5,547.76	932.24	
8825	Jackson	3,135.00	2,805.00	330.00	
8826	Nester	3,135.00	2,805.00	330.00	
8831	Delva I	2,880.00	2,505.00	375.00	
140-6486	Brewer	471.90	457.15	14.75	
146-6947	Belford	39,099.10	33,952.21	5,146.89	
178-6379	Melton	3,219.85	3,125.74	94.11	
180-8253	Fleet O	3,635.00	3,635.00		
8260	Energy	8,000.00	7,917.52	8248	
181-9142	Anderso	10,640.00	10,008.84	631.16	
187-0012	Sewell	(132.00)	(129.74)	(2.26)	
TOTAL		22,187,859.93	17,558,219.15	4,627,849.67	1,791.11
		1,12	17,560,010.26		
		1,12			
		1,60			

CONFORMED COPY

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PLAINTIFF'S EXHIBIT 10.

CONSENT AGREEMENT

December 15, 1964

The Prudential Insurance Company of America
Prudential Plaza
Newark, New Jersey

Attention: Vice President in Charge of Bond Department

Dear Sirs:

The undersigned, Fruehauf Finance Company, heretofore known as Fruehauf Trailer Finance Company, a Michigan corporation (the "Company"), hereby agrees with you with reference to the Loan Agreement, dated May 3, 1956, between the Company and you, as heretofore amended (such Loan Agreement, as heretofore amended, being hereinafter called the "Agreement"), and the 1976 Notes issued and to be issued thereunder as follows:

1. Notwithstanding any provision in the Agreement to the contrary:

(a) The Company is hereby authorized to invest its funds in all of the installment contracts not exceeding $16,000,000 in aggregate principal amount and accounts receivable (to be converted into installment contracts) not exceeding $10,000,000 in aggregate principal amount owned or held by Fruehauf Corporation as at December 31, 1964, covering Fruehauf Products as defined in the Consent Agreement between the parties hereto dated August 1, 1962 (the "Consent Agreement"), such investment to be made in accordance with the provisions of an agreement to be entered into between the Company and Fruehauf Corporation substantially in the form of Exhibit A hereto; provided, however, that said accounts receivable shall be converted prior to April 1, 1965, into Customers' Paper (other than Lease Paper), as defined in the Agreement, and the failure to so convert shall constitute an event of default under the Agreement; and

(b) All of such installment contracts, and such accounts receivable when so converted into Customers' Paper, shall be deemed to be Customers' Paper, as defined in the Agreement, and shall be segregated and accounted for apart from all other Customers' Paper.

2. Paragraph 1(c) of the Consent Agreement is hereby amended to read as follows:

PLAINTIFF'S EXHIBIT 10

"Section 11(a) of the Agreement is hereby amended by deleting the word "and" at the end of clause (v) thereof, by deleting the period at the end of clause (vi) thereof and substituting therefor "; and" and by inserting at the end thereof the following new clause (vii):

'(vii) unsecured current liabilities incurred in the ordinary course of business for money borrowed, provided, however, that the Company will not incur, create or become liable in respect of any such unsecured current liabilities if, immediately after giving effect thereto, the aggregate principal amount of all such unsecured current liabilities of the Company then outstanding will exceed $25,000,000 until June 30, 1965, and thereafter will exceed $25,000,000 or the total Capital Proceeds received by the Company during the immediately preceding three calendar months, whichever shall be less.'"

3. Notwithstanding any provision in the Agreement to the contrary, in the event that the Consent Agreement shall not be continued in effect after July 31, 1965, the unsecured current liabilities for money borrowed incurred by the Company during the effective period of the Consent Agreement pursuant to the amendment of the Agreement effected by Paragraph 1(c) of the Consent Agreement, as amended hereby, may continue to be outstanding during the period from August 1, 1965 to and including February 1, 1966, provided, however, that the aggregate outstanding principal amount of all such unsecured current liabilities of the Company shall not exceed at any time during such period the aggregate of the principal balance of (x) the installment contracts and (y) the accounts receivable which then shall have been evidenced by Customers' Paper (other than Lease Paper) in accordance with the proviso contained in paragraph 1(a) hereof, in each case acquired by the Company pursuant to paragraph 1(a) hereof, remaining unpaid and outstanding at any such time during such period.

Very truly yours,

FRUEHAUF FINANCE COMPANY

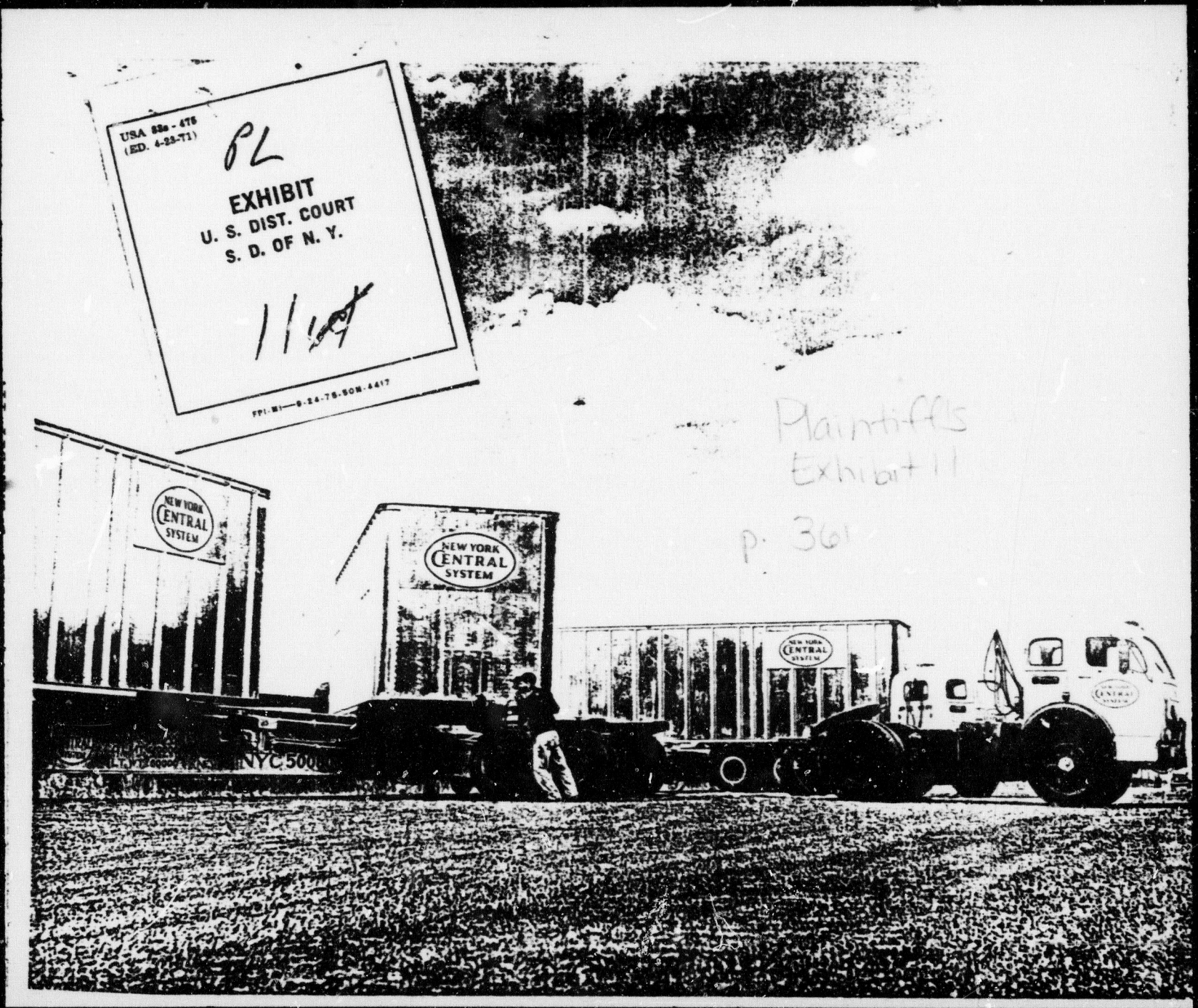
By /s/ R. G. Howell
Vice President

The foregoing is hereby accepted.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By /s/ Raymond A. Charles

Vice President


USA 88a - 476
(ED. 4-23-71)
PL
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
11/69
FPI-MI—9-24-76-50M-4417
Plaintiffs
Exhibit 11
p. 361
NEW YORK CENTRAL SYSTEM
NEW YORK CENTRAL SYSTEM
NEW YORK CENTRAL SYSTEM
NYC 500

DEFENDANTS' EXHIBIT E.

~~Pls~~ Deft's Ex. E For Ident
Dec. 11 19 77 Donna A. Metz

STATEMENT OF ASSETS AND LIABILITIES

AS DEFINED IN THE AGREEMENT DATED JANUARY 11, 1966

BETWEEN FRUEHAUF CORPORATION AND STRICK CORPORATION

(FORMERLY STRICK TRAILER CORPORATION)

AS OF DECEMBER 31, 1965

TOUCHE, ROSS, BAILEY & SMART

DEFENDANTS' EXHIBIT E

TOUCHE, ROSS, BAILEY & SMART

FIDELITY-PHILADELPHIA TRUST BUILDING
PHILADELPHIA, PENNSYLVANIA 19109

Fruehauf Corporation
and Strick Corporation

We have examined the statement of assets and liabilities as defined in the Agreement dated January 11, 1966 between Fruehauf Corporation and Strick Corporation (formerly Strick Trailer Corporation), as of December 31, 1965. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

The Agreement referred to above defines the assets to be purchased and the liabilities to be assumed by Strick Corporation and sets forth the basis upon which such assets and liabilities are to be stated, being principally the basis to the Strick Division of Fruehauf Corporation.

In our opinion, the accompanying statement presents fairly the assets and liabilities described in the aforementioned Agreement in accordance with the applicable provisions of that Agreement and generally accepted accounting principles applied on a basis consistent with that used by the Strick Division in the preceding year.

Touche, Ross, Bailey & Smart
Certified Public Accountants

March 22, 1966

STATEMENT OF ASSETS AND LIABILITIES
AS DEFINED IN THE AGREEMENT DATED JANUARY 11, 1966
BETWEEN FRUEHAUF CORPORATION AND STRICK CORPORATION
(FORMERLY STRICK TRAILERS, A CORPORATION)
AS OF DECEMBER 31, 1965

ASSETS

CURRENT ASSETS:		
Cash		$ 3,100.00
Accounts receivable:		
Trade	$11,218,384.26	
Other	16,860.92	
		11,235,245.18
Inventories - at lower of cost (first-in, first-out method) or market:		
New trailers	$ 474,418.91	
Material, service parts and work in process	8,949,736.82	
Used trailers	1,169,752.86	
		10,593,908.59
Prepaid expenses		134,602.60
TOTAL CURRENT ASSETS		$21,966,856.37
OTHER ASSETS:		
Equipment leased to others	$ 3,199,244.45	
Less, Accumulated depreciation	1,892,316.48	
		1,306,927.97
PROPERTY, PLANT AND EQUIPMENT (at cost):		
Land	$ 64,326.48	
Buildings	813,477.64	
Machinery and other equipment	3,961,557.73	
Construction in progress	249,655.50	
	$ 5,089,017.35	
Less, Accumulated depreciation	1,940,710.19	
	$ 3,148,307.16	
Leasehold improvements, net of accumulated amortization	1,948,388.01	
		7,096,695.17
		$30,370,479.51

See notes to statement

LIABILITIES

CURRENT LIABILITIES:		
Accounts payable		$ 7,869,494.17
Accrued expenses:		
Vacation pay		207,011.36
Commissions		167,100.04
Salaries, wages and related withholdings		122,169.77
Pension contribution		265,373.00
Warranty claims		400,000.00
Other		205,235.11
TOTAL CURRENT LIABILITIES		$ 9,136,883.45
EXCESS OF ASSETS OVER LIABILITIES		21,233,596.06
		$30,370,479.51

Defendant's
Exhibit E
364

ROSS, BAILEY & SMART

DEFENDANTS' EXHIBIT E

NOTES TO STATEMENT OF ASSETS AND LIABILITIES AS OF DECEMBER 31, 1965

NOTE 1 - PENSIONS:

Certain pension plans and the related trust funds cover jointly the employees of both buyer and seller. The Agreement provides that seller and buyer shall cooperate to do all things reasonably required to the end that buyer's employment of former employees of the Strick Division shall take place under conditions which will not adversely affect their interests in pension trust funds established by seller.

As of this time it is not possible to determine what, if any, past service pension cost must ultimately be born by the buyer.

NOTE 2 - LONG-TERM LEASES:

Under the terms of the Agreement, the liabilities of seller to be assumed by buyer at the closing date include obligations and duties of seller under existing leases of real estate as identified in the Agreement.

DEFENDANTS' EXHIBIT AC.

JOSEPH E DAVIES (1955)
DONALD R RICHBERG (1960)
MILLARD E TYDINGS (1961)
ALFONS B LANDA
JAMES H DUFF
JAMES T WELCH
RAYMOND C CUSHWA
C ROBERT MATHIS
DELMAR W HOLLOMAN
ARTHUR D CONCON
SHELBY FITZE
GEORGE D WEBSTER
JAMES P PARKER

LAW OFFICES
DAVIES, RICHBERG, TYDINGS, LANDA & DUFF
1000 VERMONT AVENUE, NORTHWEST
WASHINGTON 5, D. C.

TELEPHONE NATIONAL 8-4056
CABLE ADDRESS "DAVJON"

ADRIEN F. BUSICK
OF COUNSEL

(97)

January 11, 1966

Pltf's Deft's Ex. A.C. Fe
Oct 11 19 77 Donna A. Mc.

File

Federal Trade Commission
Washington, D. C.
Attention: Messrs. James B. Truly, Assistant General Counsel for Appeals
William Boyd, Chief, Division of Mergers, Bureau of Restraint of Trade

Re: Fruehauf Corporation v. Federal Trade Commission, 7th Cir. No. 15,286 -- FTC Docket 6608

Gentlemen:

Sometime in the latter part of November, 1965, I opened negotiations with Mr. Boyd and his predecessor in office, Mr. Hammond, looking towards the Commission's approval of the sale of the assets utilized by Fruehauf Corporation in the operation of its Strick Trailers Division. I advised the Commission's representatives that Fruehauf was willing to withdraw from its pending appeal in the Court of Appeals for the 7th Circuit, provided the Commission approved the sale of such assets to the proposed purchaser, and provided the Commission entered a modified order permitting Fruehauf to retain the assets which it had acquired from the two Hobbs companies.

Commission representatives inquired as to whether Fruehauf would be agreeable to including in such modified order, if ultimately agreed upon by the parties and the Court, a provision prohibiting the acquisition by Fruehauf of any trailer manufacturer for a period of ten years, no such provision having been present in the Commission's original divestiture order. Fruehauf authorized me to advise the staff members that Fruehauf was willing to accept the inclusion of this new provision.

RECEIVED
12 JAN 1966
SECRETARY'S OFFICE

DEFENDANTS' EXHIBIT AC

Commission's staff representatives were also advised that Frushauf was unwilling to take any formal action with respect to the abandonment of its pending appeal in the Court of Appeals until and unless it was assured (1) that the Commission would accept Frushauf's sale of the Strick Trailers Division assets to the contemplated purchaser as a satisfactory compliance with whatever final order might be agreed upon and submitted to the Court; (2) that any agreed upon order would eliminate any requirement with respect to the divestiture of assets acquired from the Hobbs companies; and (3) that the sale of the Strick Division assets, as contemplated, had been accomplished and the purchase price thereof paid.

It is my understanding that the foregoing statement of Frushauf's position may form a satisfactory basis for consummating the contemplated agreement between Frushauf and the Commission.

Acting upon the assumption that the Commission may agree to Frushauf's proposal, I enclose herewith appropriate joint motion which has been executed by me as attorney for the petitioner, together with my affidavit in support thereof and copy of the final order referred to in such motion.

I would appreciate being advised as promptly as possible concerning the Commission's reaction to the proposal herein set forth. In the event it is accepted, it is assumed that the documents will not be submitted to the Court of Appeals until after Frushauf has advised the Commission of the consummation of the contemplated transaction involving the sale of Strick Division assets. In the event it is not accepted, then the motion, which I have executed, should be returned.

If I can be of any further assistance, please let me know.

Sincerely yours,

James T. Welch

Enclosures

cc: Mr. Ernest L. Rushmer
Mr. John Ryan

DEFENDANTS' EXHIBIT AC

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

FRUEHAUF CORPORATION, Formerly Fruehauf Trailer Company, a Corporation, Petitioner, v. FEDERAL TRADE COMMISSION, Respondent.	No. 15,286

FINAL ORDER

Present:

Upon consideration of the Joint Motion and Affidavit filed by the petitioner and respondent on and with the consent of both parties,

It is ordered, adjudged and decreed that the order of the Federal Trade Commission issued on May 28, 1965, against the Fruehauf Trailer Company (now Fruehauf Corporation) be, and it hereby is, modified to read in its entirety as follows:

IT IS ORDERED that

(A) Respondent, the Fruehauf Corporation, a corporation, and its officers, directors, agents, representatives, and employees shall, within one (1) year from the date of this order, divest itself absolutely, in good faith, of all assets of its Strick Trailers Division and such other assets as may

be necessary to restore The Strick Company and Strick Plastics Corporation as a going concern and effective competitor in all the lines of commerce in which it was engaged immediately prior to its acquisition by respondent.

As used in this order, "assets" shall include any properties, rights and privileges, tangible and intangible, including but not limited to all plants, machinery, equipment, contract rights, patents, licenses, trade names, trademarks and good will of whatever description.

(B) Pending divestiture, respondent shall not make any changes in any of the above-mentioned assets which impair their present capacity for the production, distribution, sale or financing of truck-trailers, or impair their market value, unless such capacity or value is restored prior to divestiture.

(C) Respondent in such divestiture shall not sell or transfer, directly or indirectly, any of the assets to be divested to anyone who at the time of divestiture owns or controls more than one percent (1%) of respondent's stock, or who is an officer, director, representative, employee or agent of, or under the control, influence or direction of respondent, or any of respondent's subsidiary or affiliated companies, or to anyone who is not approved in advance by the Federal Trade Commission.

(D) If respondent divests the assets, properties, rights and privileges, described in paragraph A of this order, to a new corporation or corporations, the stock of each of which is wholly owned by the Fruehauf Corporation, and if respondent then distributes all of the stock in said corporation or corporations to the stockholders of the Fruehauf Corporation, in proportion to their holding of the Fruehauf Corporation stock, then paragraph (C) of this order shall be inapplicable, and the following paragraphs (E) and (F) shall take force and effect in its stead.

(E) No person who is an officer, director, or executive employee of the Fruehauf Corporation, or who owns or controls, directly or indirectly, more than one (1) percent of the stock of the Corporation, shall be an officer, director or executive employee of any new corporation or corporations described in paragraph (D) or shall own or control, directly or indirectly, more than one (1) percent of the stock of any new corporation or corporations described in paragraph (D).

(F) Any person who must sell or dispose of a stock interest in the Fruehauf Corporation or the new corporation or corporations described in paragraph (D) in order to comply with paragraph (E) of this order may do so within six (6) months after the date on which distribution of the stock of the said corporation or corporations is made to stockholders of Fruehauf Corporation.

IT IS FURTHER ORDERED that for a period of ten (10) years after the date of service of this Order upon respondent, respondent shall cease and desist from acquiring, directly or indirectly, through subsidiaries or otherwise, any interest in any concern engaged in the business of manufacturing truck trailers without the prior approval of the Federal Trade Commission.

IT IS FURTHER ORDERED that respondent shall submit to the Commission on the first day of each calendar month a report in writing setting forth its progress in carrying out the divestiture requirement of this order until the divestiture has been completed with the approval of the Commission; and respondent shall submit to the Commission on the first day of each calendar year a report in writing setting forth its compliance with the cease and desist provisions of this order.

It is further ordered, adjudged, and decreed that the order of the Federal Trade Commission, as so modified, be, and it hereby is, affirmed and enforced, and that petitioner be, and hereby is, ordered to obey and comply with the terms of the order as so modified.

_____

_____

_____

_____

DEFENDANTS' EXHIBIT AD.

102

United States Court of Appeals
For the Seventh Circuit
219 South Dearborn Street
Chicago, Illinois 60604

Kenneth J. Carrick
Clerk

January 21, 1966

Federal Trade Commission
Washington, D. C.

Pltfs Deft's Ex. A.D. for Ident
Rec'd 11.19.73 Donna A. Metz

L. M. McBride, Esq.
110 N. Wacker Drive
Chicago, Illinois

Alfons Landa, Esq.
1000 Vermont Avenue
Washington, D. C.

Ernest L. Rushmer, Esq.
Fruehauf Corporation
Detroit, Michigan

J. B. Truly, Asst. General Counsel
Federal Trade Commission
Washington, D. C.

Re; Fruehauf Corporation, etc. v. Federal Trade Commission,
No. 15286

Gentlemen:

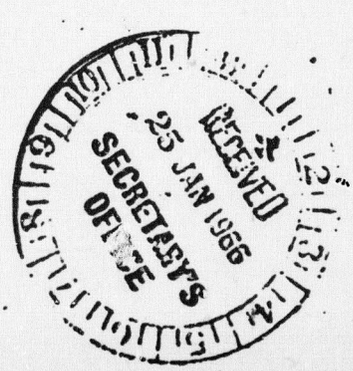
Enclosed is certified copy of the final decree entered January 21, 1966, in the above entitled cause.

Very truly yours,

Kenneth J. Carrick

Kenneth J. Carrick, Clerk

KJC:hm
Enc.



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25 JAN 1966
SECRETARY'S OFFICE

DEFENDANTS' EXHIBIT AD

CERTIFIED COPY

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

FRUEHAUF CORPORATION, Formerly Fruehauf Trailer Company, a Corporation, Petitioner, v. FEDERAL TRADE COMMISSION, Respondent.	No. 15,286

FINAL ORDER

Present: JAN 21 1966

Upon consideration of the Joint Motion and Affidavit filed by the petitioner and respondent on and with the consent of both parties,

It is ordered, adjudged and decreed that the order of the Federal Trade Commission issued on May 28, 1965, against the Fruehauf Trailer Company (now Fruehauf Corporation) be, and it hereby is, modified to read in its entirety as follows:

IT IS ORDERED that

(A) Respondent, the Fruehauf Corporation, a corporation, and its officers, directors, agents, representatives, and employees shall, within one (1) year from the date of this order, divest itself absolutely, in good faith, of all assets of its Strick Trailers Division and such other assets as may

U.S.C.A. – 7th Circuit
FILED
JAN 21 1966
KENNETH J. GARVIN

be necessary to restore The Strick Company and Strick Plastics Corporation as a going concern and effective competitor in all the lines of commerce in which it was engaged immediately prior to its acquisition by respondent.

As used in this order, "assets" shall include any properties, rights and privileges, tangible and intangible, including but not limited to all plants, machinery, equipment, contract rights, patents, licenses, trade names, trademarks and good will of whatever description.

(B) Pending divestiture, respondent shall not make any changes in any of the above-mentioned assets which impair their present capacity for the production, distribution, sale or financing of truck-trailers, or impair their market value, unless such capacity or value is restored prior to divestiture.

(C) Respondent in such divestiture shall not sell or transfer, directly or indirectly, any of the assets to be divested to anyone who at the time of divestiture owns or controls more than one percent (1%) of respondent's stock, or who is an officer, director, representative, employee or agent of, or under the control, influence or direction of respondent, or any of respondent's subsidiary or affiliated companies, or to anyone who is not approved in advance by the Federal Trade Commission.

(D) If respondent divests the assets, properties, rights and privileges, described in paragraph A of this order, to a new corporation or corporations, the stock of each of which is wholly owned by the Fruehauf Corporation, and if respondent then distributes all of the stock in said corporation or corporations to the stockholders of the Fruehauf Corporation, in proportion to their holding of the Fruehauf Corporation stock, then paragraph (C) of this order shall be inapplicable, and the following paragraphs (E) and (F) shall take force and effect in its stead.

(E) No person who is an officer, director, or executive employee of the Fruehauf Corporation, or who owns or controls, directly or indirectly, more than one (1) percent of the stock of the Corporation, shall be an officer, director or executive employee of any new corporation or corporations described in paragraph (D) or shall own or control, directly or indirectly, more than one (1) percent of the stock of any new corporation or corporations described in paragraph (D).

(F) Any person who must sell or dispose of a stock interest in the Fruehauf Corporation or the new corporation or corporations described in paragraph (D) in order to comply with paragraph (E) of this order may do so within six (6) months after the date on which distribution of the stock of the said corporation or corporations is made to stockholders of Fruehauf Corporation.

IT IS FURTHER ORDERED that for a period of ten (10) years after the date of service of this Order upon respondent, respondent shall cease and desist from acquiring, directly or indirectly, through subsidiaries or otherwise, any interest in any concern engaged in the business of manufacturing truck trailers without the prior approval of the Federal Trade Commission.

IT IS FURTHER ORDERED that respondent shall submit to the Commission on the first day of each calendar month a report in writing setting forth its progress in carrying out the divestiture requirement of this order until the divestiture has been completed with the approval of the Commission; and respondent shall submit to the Commission on the first day of each calendar year a report in writing setting forth its compliance with the cease and desist provisions of this order.

It is further ordered, adjudged, and decreed that the order of the Federal Trade Commission, as so modified, be, and it hereby is, affirmed and enforced, and that petitioner be, and hereby is, ordered to obey and comply with the terms of the order as so modified.

/s/ JOHN S. HASTINGS

/s/ ROGER J. KILEY

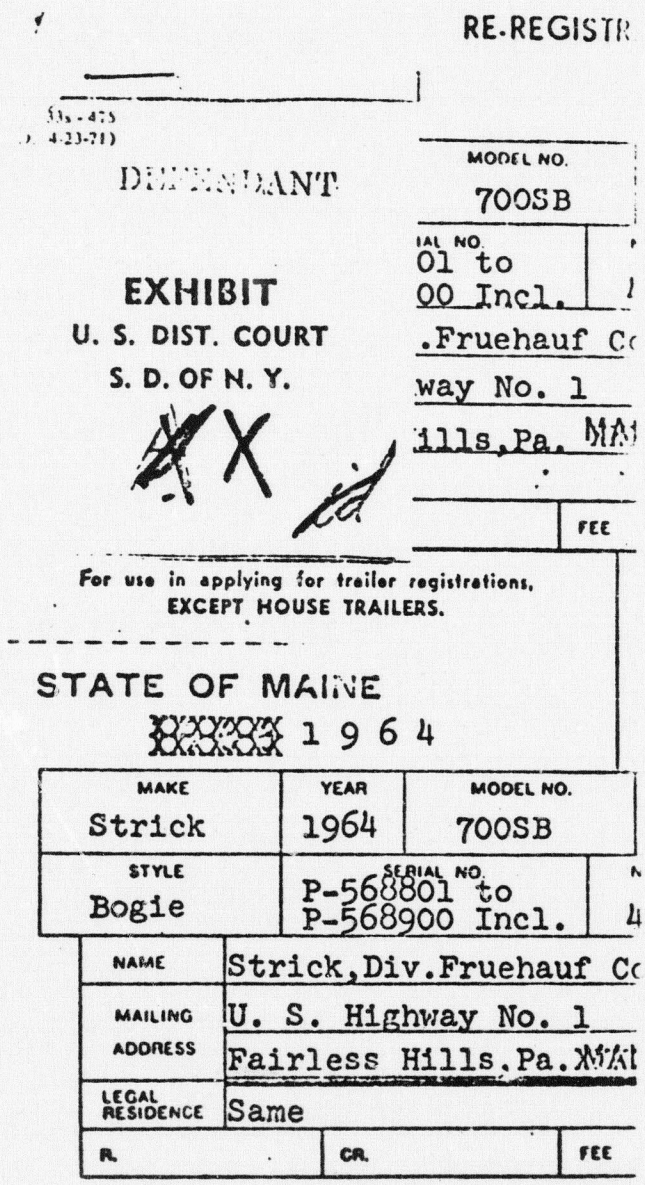
/s/ LUTHER M. SWYGERT

United States Circuit Judges

A True Copy:
Teste:

Kenneth J. Grisch
Clerk of the United States Court of
Appeals for the Seventh Circuit.

DEFENDANTS' EXHIBIT XX.



RE-REGISTR

DEFENDANT

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

XX

MODEL NO. 700SB

IAL NO. 01 to 00 Incl.

.Fruehauf Co

way No. 1

ills,Pa. MA

FEE

For use in applying for trailer registrations, EXCEPT HOUSE TRAILERS.

STATE OF MAINE

XXXXXX 1964

MAKE	YEAR	MODEL NO.
Strick	1964	700SB
STYLE: Bogie	SERIAL NO.: P-568801 to P-568900 Incl.	

NAME	Strick,Div.Fruehauf Co
MAILING ADDRESS	U. S. Highway No. 1
	Fairless Hills,Pa. MA
LEGAL RESIDENCE	Same

R.	CR.	FEE

Not Valid until 12/25/

DEFENDANTS' EXHIBIT XX

STATE OF MAINE RE-REGISTRATION YES ☐ NO ☒

1964

MAKE	YEAR	MODEL NO.	COLOR	
Strick	1964	700SB		TLR
STYLE	**SERIAL NO.**	**NET WEIGHT**	**GROSS WEIGHT**	
Bogie	P-568801 to P-568900 Incl.	4,500#		

NAME	Strick,Div.Fruehauf Corporation	
MAILING ADDRESS	U. S. Highway No. 1 Fairless Hills,Pa. ~~MAINE~~	ZIP CODE
LEGAL RESIDENCE	Same	
R.	CR.	FEE

— TO APPLICANT —
ANSWER ALL QUESTIONS ON BACK OF THIS APPLICATION.
MAIL TO THE SECRETARY OF STATE AUGUSTA, MAINE

For use in applying for trailer registrations, EXCEPT HOUSE TRAILERS.

STATE OF MAINE

1964

MAKE	YEAR	MODEL NO.	COLOR	
Strick	1964	700SB		TLR
STYLE	**SERIAL NO.**	**NET WEIGHT**	**GROSS WEIGHT**	
Bogie	P-568801 to P-568900 Incl.	4,500#		

NAME	Strick,Div.Fruehauf Corporation	
MAILING ADDRESS	U. S. Highway No. 1 Fairless Hills,Pa. ~~MAINE~~	ZIP CODE
LEGAL RESIDENCE	Same	
R.	CR.	FEE

REGISTRATION CERTIFICATE NOT VALID UNLESS CERTIFICATE HAS MACHINE VALIDATION ABOVE OR STATE SEAL IS EMBOSSED HERE

Not Valid until 12/25/65 — Expires 2/28/67

DEFENDANTS' EXHIBIT XX

AKE CHECK OR MONEY ORDER PAYABLE TO SECRETARY OF STATE.

1. Please be accurate in copying the number on the Maine registration plate assigned to you for this type of vehicle. TLR
2. KIND OF TIRES. PNEUMATIC ☒ HARD RUBBER ☐ IRON OR STEEL ☐
3. Is this a Farm Trailer? Yes ☐ No ☒
4. Check whether COMMON CARRIER { Interstate ☐ / Intrastate ☐ } CONTRACT CARRIER { Interstate ☐ / Intrastate ☐ } OWN USE ☒
5. ARE YOU REQUIRED TO FILE EVIDENCE OF INSURANCE WITH THE MOTOR VEHICLE DEPT.? YES ☐ NO ☒ IF YES, FOR WHAT REASON? ACCIDENT ☐ CONVICTION ☐
6. DATE OF BIRTH_____

I HEREBY CERTIFY I AM THE OWNER OF THE VEHICLE DESCRIBED ON REVERSE SIDE

Strick, Div. Fruehauf Corporation

Do not print Signature.

Use ink.

Owner's signature Auth. Agent

IF UNDER 18, PARENT, GUARDIAN OR EMPLOYER'S SIGNATURE REQUIRED

DEFENDANTS' EXHIBIT XX1.

STATE OF MAINE RE-REGISTRATION YES ☒ NO ☐

1965

MAKE	YEAR	MODEL NO.	COLOR	
Strick	1964	700SB		TLR
STYLE	SERIAL NO.		NET WEIGHT	GROSS WEIGHT
Bogie	P-568801 to P-568900 Incl.		4,500#	

NAME	Strick, Div. Fruehauf Corporation	
MAILING ADDRESS	U. S. Highway No. 1 Fairless Hills, Pa. MAINE	ZIP CODE
LEGAL RESIDENCE	Same	
R.	CR.	FEE

— TO APPLICANT —
ANSWER ALL QUESTIONS ON BACK OF THIS APPLICATION
MAIL TO THE SECRETARY OF STATE AUGUSTA, MAINE

For use in applying for trailer registrations, EXCEPT HOUSE TRAILERS.

STATE OF MAINE

1965

MAKE	YEAR	MODEL NO.	COLOR	
Strick	1964	700SB		TLR
STYLE	SERIAL NO.		NET WEIGHT	GROSS WEIGHT
Bogie	P-568801 to P-568900 Incl.		4,500#	

NAME	Strick, Div. Fruehauf Corporation	
MAILING ADDRESS	U. S. Highway No. 1 Fairless Hills, Pa. MAINE	ZIP CODE
LEGAL RESIDENCE	Same	
R.	CR.	FEE

REGISTRATION CERTIFICATE NOT VALID UNLESS CERTIFICATE HAS MACHINE VALIDATION ABOVE OR STATE SEAL IS EMBOSSED HERE

Not Valid until 12/25/65 — Expires 2/28/67

DEFENDANTS' EXHIBIT XX1

MAKE CHECK OR MONEY ORDER PAYABLE TO SECRETARY OF STATE.

1. Please be accurate in copying the number on the Maine registration plate assigned to you for this type of vehicle. TLR
2. KIND OF TIRES. PNEUMATIC [X] HARD RUBBER [ ] IRON OR STEEL [ ]
3. Is this a Farm Trailer? Yes [ ] No [X]
4. Check whether COMMON CARRIER { Interstate [ ] / Intrastate [ ] } CONTRACT CARRIER { Interstate [ ] / Intrastate [ ] } OWN USE [X]
5. ARE YOU REQUIRED TO FILE EVIDENCE OF INSURANCE WITH THE MOTOR VEHICLE DEPT.? YES [ ] NO [X] IF YES, FOR WHAT REASON? ACCIDENT [ ] CONVICTION [ ]
6. DATE OF BIRTH _____

I HEREBY CERTIFY I AM THE OWNER OF THE VEHICLE DESCRIBED ON REVERSE SIDE

Strick, Div. Fruehauf Corporation

Do not print Signature.

Use ink.

Owner's signature. Auth. Agent

IF UNDER 18, PARENT, GUARDIAN OR EMPLOYER'S SIGNATURE REQUIRED

DEFENDANTS' EXHIBIT XX1

42-302 (REV. 11-63)
IN U.S.A.

FRUEHAUF CORPORATION
CHECK REQUEST

DATE 2/12/65 AMOUNT $ 500.00

PAYABLE TO: Secretary of State
Dept. of Trailer Registration
242 State Street
Augusta, Maine

REASON FOR DISBURSEMENT	DISTRIBUTION		
	ACCOUNT NO.	AMOUNT	
(100) 1965 Maine License Plates	31001290	500	00
GIVE CHECK TO BILL RUTTER			
For: Seatrain Lines, Inc. Order #19-2558 ~~19-2558A~~			
(Customer to be charged)			

REQUESTED BY Bill Rutter

DEPARTMENT Billing APPROVED BY W. Clair Berman

ACCOUNTS PAYABLE DEPT. — TO ORIGINATOR WITH CHECK

DEFENDANTS' EXHIBIT XX1

February 12, 1965

Secretary of State
Dept. of Trailer Registration
242 State Street
Augusta, Maine

Attention: Mrs. Charlotte Davis

Dear Mrs. Davis:

Enclosed please find (100) License Applications for the State of Maine. (Re-Registration).

The fee of $500.00 for the above license tags is also enclosed.

Please mail to Seatrain Lines, Inc., 595 River Road, Edgewater, New Jersey.

Your usual prompt attention in forwarding the license plates and registration cards will be most appreciated.

Very truly yours,

William M. Rutter
STRICK, DIVISION
FRUEHAUF CORPORATION

WmMR/mls

Enc.

DEFENDANTS' EXHIBIT XX2.

~~STATE~~ OF MAINE RE-REGISTRATION YES ☒ NO ☐

1966

MAKE	YEAR	MODEL NO.	COLOR	
Strick	1964	700SB		TLR
STYLE	SERIAL NO.	NET WEIGHT	GROSS WEIGHT	
Bogie	P-568801 to P-568900 Incl.	4,500#		

NAME	Strick Trailer Corporation	
MAILING ADDRESS	U. S. Highway No. 1 Fairless Hills, Pa. MAINE	ZIP CODE
LEGAL RESIDENCE	Same	
R.	CR.	FEE

— TO APPLICANT —
ANSWER ALL QUESTIONS ON BACK OF THIS APPLICATION.
MAIL TO THE SECRETARY OF STATE AUGUSTA, MAINE

For use in applying for trailer registrations, EXCEPT HOUSE TRAILERS.

STATE OF MAINE

1966

MAKE	YEAR	MODEL NO.	COLOR	
Strick	1964	700SB		TLR
STYLE	SERIAL NO.	NET WEIGHT	GROSS WEIGHT	
Bogie	P-568801 to P-563900 Incl.	4,500#		

NAME	Strick Trailer Corporation	
MAILING ADDRESS	U. S. Highway No. 1 Fairless Hills, Pa. MAINE	ZIP CODE
LEGAL RESIDENCE	Same	
R.	CR.	FEE

REGISTRATION CERTIFICATE NOT VALID UNLESS CERTIFICATE HAS MACHINE VALIDATION ABOVE OR STATE SEAL IS EMBOSSED HERE

Not Valid until 12/25/65 — Expires 2/28/67

DEFENDANTS' EXHIBIT XX2

MAKE CHECK OR MONEY ORDER PAYABLE TO SECRETARY OF STATE.

1. Please be accurate in copying the number on the Maine registration plate assigned to you for this type of vehicle. TLR
2. KIND OF TIRES. PNEUMATIC [X] HARD RUBBER [ ] IRON OR STEEL [ ]
3. Is this a Farm Trailer? Yes [ ] No [X]
4. Check whether COMMON CARRIER { Interstate [ ] / Intrastate [ ] } CONTRACT CARRIER { Interstate [ ] / Intrastate [ ] } OWN USE [X]
5. ARE YOU REQUIRED TO FILE EVIDENCE OF INSURANCE WITH THE MOTOR VEHICLE DEPT.? YES [ ] NO [X] IF YES, FOR WHAT REASON? ACCIDENT [ ] CONVICTION [ ]
6. DATE OF BIRTH_____

I HEREBY CERTIFY I AM THE OWNER OF THE VEHICLE DESCRIBED ON REVERSE SIDE

Strick Trailer Corporation

Do not print Signature.

Use ink.

Owner's signature. Auth.Agent

IF UNDER 18, PARENT, GUARDIAN OR EMPLOYER'S SIGNATURE REQUIRED

384

DEFENDANTS' EXHIBIT XX2

FRUEHAUF CORPORATION
CHECK REQUEST

DATE 2-11-66 AMOUNT $ 500.00

PAYABLE TO: Secretary of State
Dept. of Trailer Registration
242 State Street
Augusta, Maine

REASON FOR DISBURSEMENT	DISTRIBUTION		
	ACCOUNT NO.	AMOUNT	
(100) 1966 Maine Liconse Pla tes	31001290	500	00
PLEASE GIVE CHECK TO BILL RUTTER			
For: Seatrain Lines, Inc. Order #19-2558 19-2558A (Customer to be charged)			

Augusta

Bill Rutter

84-701 to 84-750 (50)
86-401 to 86-450 (50)

REQUESTED BY Bill Rutter

DEPARTMENT Billing APPROVED BY

ORIGINATOR

DEFENDANTS' EXHIBIT XX2

February 15, 1966

Secretary of State
Dept. of Trailer Registration
242 State Street
Augusta, Maine

Attention: Mrs. Charlotte Davis

Dear Mrs. Davis:

Enclosed please find (100) License Applications for the State of Maine. (Re-registration).

The fee of $500.00 for the above license tags is also enclosed.

Please mail to Seatrain Lines, Inc., 595 River Road, Edgewater, New Jersey.

Your usual prompt attention on forwarding the license plates and registration cards will be most appreciated.

Very truly yours,

William M. Rutter
STRICK TRAILER CORPORATION

WMR/py

Enclosures

386

DEFENDANTS' EXHIBIT XX3.

STRICK CORPORATION

CHECK REQUEST

DATE REQUIRED 3-15-67

RETURN CHECK TO W.M.RUTTER

PAYABLE TO: Secretary of State
Dept. of Trailer Registration
242 State Street
Augusta, Maine

AMOUNT $ 277.50

REASON FOR DISBURSEMENT	DISTRIBUTION		
	ACCOUNT NO.	AMOUNT	
(54) 1967 Maine License Plates	31001290	277	50
Plus return special delivery			
For: Seatrain Lines, Inc. Order #19-2558 19-2558A			
(Customer to be charged)			

Bill Rutter

REQUESTED BY William Rutter APPROVED BY

ORIGINATOR

891

DEFENDANTS' EXHIBIT XX3

March 16, 1967

Secretary of State
Dept. of Trailer Registration
242 State Street
Augusta, Maine 04330

Attention: Mrs. Charlotte Davis

Dear Mrs. Davis:

Enclosed please find (54) License Applications for the State of Maine. (Reregistration).

The fee of $270.00 for the above license tags, plus an additional $7.50 for return special delivery charge, is also enclosed.

Please mail to Seatrain Lines, Inc., 595 River Road, Edgewater, New Jersey, attention of Mr. Lombard, Trailer Control.

Your usual prompt attention in forwarding the license plates and registration cards will be most appreciated.

Very truly yours,

William M. Rutter
STRICK CORPORATION

WMR/em
Encl.

DEFENDANTS' EXHIBIT XX4.

August 7, 1968

Secretary of State
Dept. of Trailer Registration
242 State Street
Augusta, Maine 04330

Attention: Mrs. Ellen McKenney

Dear Mrs. McKenney:

Enclosed please find (7) 1968 License Applications for the State of Maine (New Registration), together with the Maine Tax Form and Rolling Stock Affidavit.

The fee of $35.00 for the above license tags, plus $1.50 for return special delivery charge, is also enclosed.

Please mail to: Strick Corporation
265 Lincoln Highway
Fairless Hills, Pa. 19030
Att: Mr. Henry Dombroski

Your usual prompt attention in forwarding the license plates and registration cards will be most appreciated.

Very truly yours,

STRICK CORPORATION

William M. Rutter

WMR/em
Encls.

DEFENDANTS' EXHIBIT XX4

AINE RE-REGISTRATION YES ☐ NO ☑

968 P-568808/15/18/34/53/71/96

MAKE	YEAR	MODEL NO.	COLOR	
Strick	1964	700SB		TLR
STYLE	SERIAL NO.	NET WEIGHT	GROSS WEIGHT	
Sliding Bogie	SEE ABOVE	4,500#		

NAME	Strick Corporation	
MAILING ADDRESS	U. S. Highway No. 1	ZIP CODE
	Fairless Hills, Pa. [illegible]	19030
LEGAL RESIDENCE	Same	
R.	CR.	FEE

— TO APPLICANT —
ANSWER ALL QUESTIONS ON BACK OF THIS APPLICATION.
MAIL TO THE
SECRETARY OF STATE
AUGUSTA, MAINE
04330

For use in applying for trailer registrations, EXCEPT CAMP OR HOUSE TRAILERS.

STATE OF MAINE
1968

MAKE	YEAR	MODEL NO.	COLOR	
Strick	1964	700SB		TLR
STYLE	SERIAL NO.	NET WEIGHT	GROSS WEIGHT	
Sliding Bogie		4,500#		

NAME	Strick Corporation	
MAILING ADDRESS	U. S. Highway No. 1	ZIP CODE
	Fairless Hills, Pa. MAINE	19030
LEGAL RESIDENCE	Same	
R.	CR.	FEE

REGISTRATION CERTIFICATE
NOT VALID UNLESS CERTIFICATE HAS MACHINE VALIDATION ABOVE OR STATE SEAL IS EMBOSSED HERE

Not Valid until 12/25/67—Expires 2/28/69

DEFENDANTS' EXHIBIT XX4

ORPORATION

CHECK REQUEST

DATE REQUIRED 8/7/68

RETURN CHECK TO W.H.RUTTER

PAYABLE TO: Secretary of State
Dept. of Trailer Registration
242 State Street
Augusta, Maine 04330

AMOUNT $ 36.50

REASON FOR DISBURSEMENT	DISTRIBUTION		
	ACCOUNT NO.	AMOUNT	
(7) 1968 Maine License Plates, plus w/r	10-03-009	36	50
return special delivery charge.			
Serial Nos. P-568808/15/18/34/53/71/96.			
For: Transport Pool, Inc.			
(Customer to be charged)			

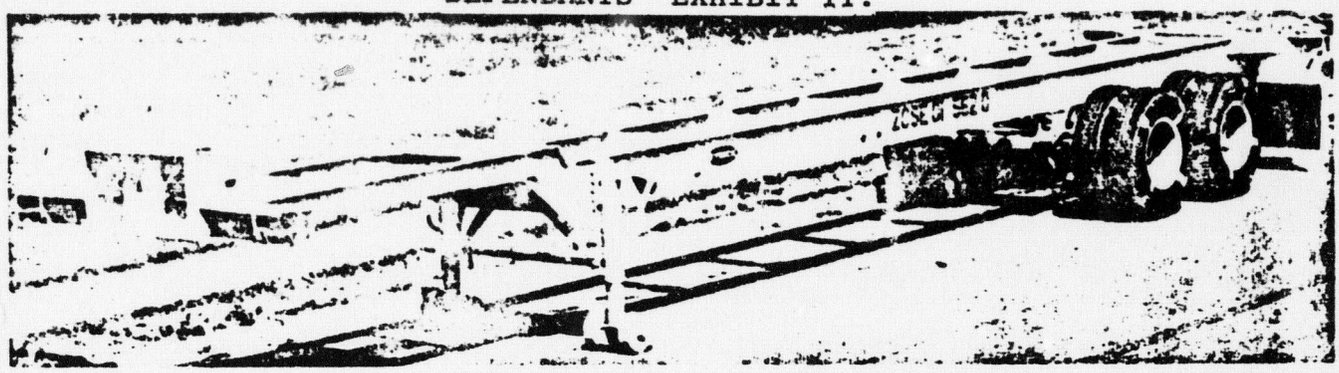
REQUESTED BY [signature]

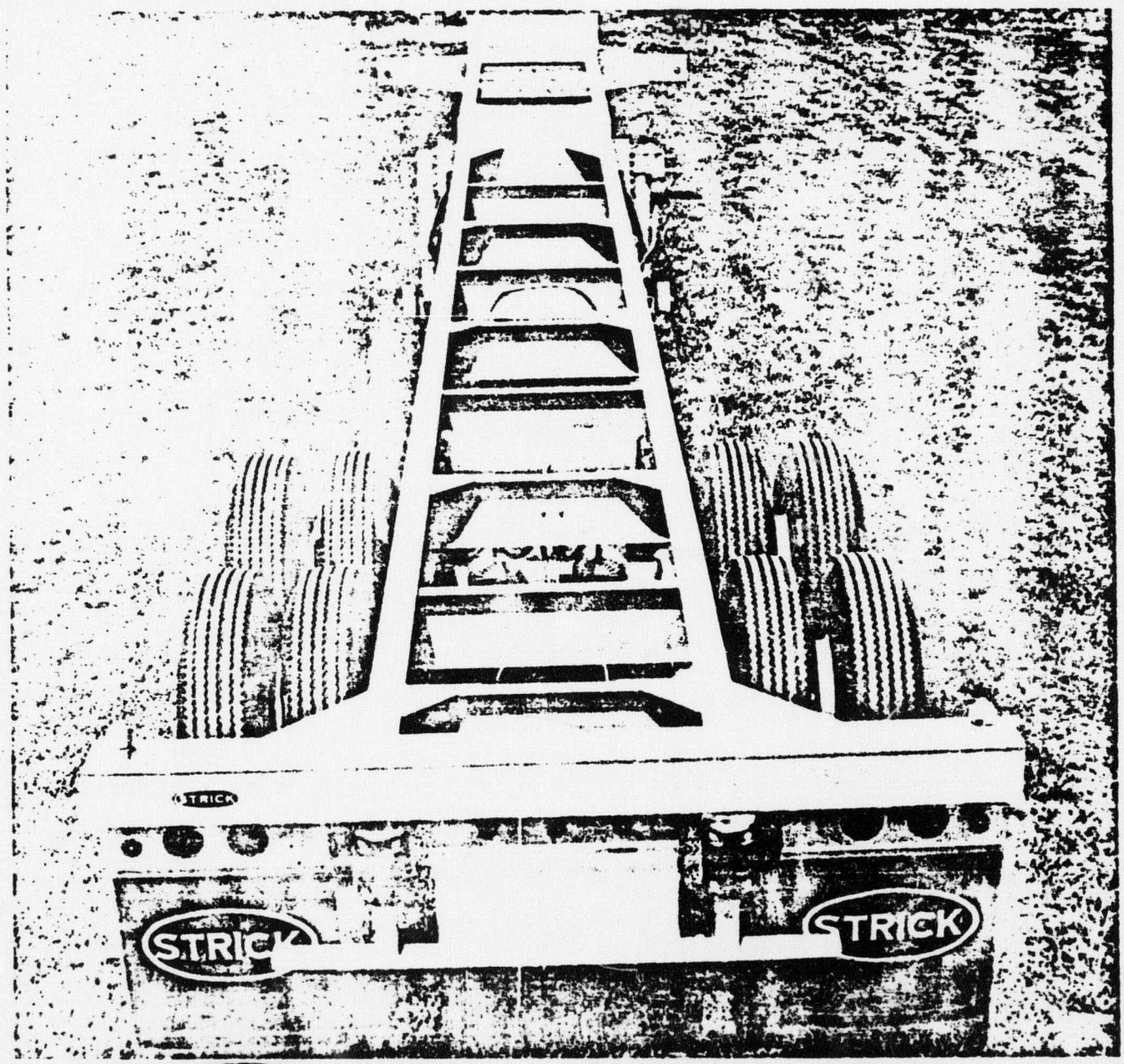
APPROVED BY W T Rutter

ORIGINATOR

881

DEFENDANTS' EXHIBIT YY.





STRICK **Heavy Duty Chassis for Sea-going Containers**

STRICK CORPORATION: FAIRLESS HILLS, PA. 19030/PHONE (215) 949-3600/TELEX: 84-3412
PLANTS: Fairless Hills, Penna. / Chicago, Ill. / Los Angeles, Calif. / Wallkill, N. Y. / Berwick, Penna.

DEFENDANTS' EXHIBIT AAB.

TIME SALE CONTRACT and SECURITY AGREEMENT

This form is subject to State legal requirements.

Contract No. 10-05348

Dated: December 1, 1972
(Month, Day)

AAB

BUYER: Seatrain Lines, Inc.
(Name)

PRESENT ADDRESS Port Seatrain

CITY Weehawken COUNTY Hudson STATE N. J.

• LEGAL ADDRESS

CITY COUNTY STATE

• Show (a) for corporation — principal office stated in its Charter, (b) for individual — residence address (c) for partnership — business address and in the space at the right hereof the name and residence address of each partner. In New York if doing business as trade style or partnership, show address stated in Certificate filed with County Clerk.

SELLER: STRICK CORPORATION, 2480 Secaucus Road, North Bergen, N. J. 07047

The above Buyer, meaning all Buyers jointly and severally, having been quoted both a time price and a cash price, hereby purchases from Seller on a time price basis (item 8 in the Statement of Transaction below) the following described personal property, together with all attachments, replacements and additions, hereinafter referred to as "Equipment".

Quantity	Description (If more space is needed use back of contract.)	Serial No.
86	Used Strick Model 040TS35MK111R - 40 ft. Flexi-Van Refrigerated Containers.	B-9401 to B-9437 Incl., B-9439 to B-9454 Incl., B-9456 to B-9488 Incl.,
12	Used Strick Model 040TE35MKLLLRMR- 40 ft. Flexi-Van Refrigerated Containers.	B-9489 to B-9500 Incl.,
38	Diesel Motor Generators (Used).	

STATEMENT OF TRANSACTION

Cash Price		$ 90,000.00
Down Payment (Cash)	$	
Trade-in (Allowance)		None
Unpaid Cash Balance		90,000.00
Insurance (Type of Coverage)		
Amount of License, taxes and official fees		
Principal Balance (Sum of 3, 4 and 5)		90,000.00
Time Price Differential (Credit Service or Finance Charge)		4,448.16
Total Time Price (Sum of 1, 4, 6 and 7)	$	94,448.16
Time Balance Owed by Purchaser (Sum of 6 and 7)		$ 94,448.16

Which Buyer hereby promises to pay at the office of Strick Corporation at such address as Seller may designate in 12 consecutive monthly instalments commencing January 1, 1973

IF NO DATE IS INSERTED FIRST INSTALMENT IS PAYABLE ONE MONTH FROM DATE OF CONTRACT

and on the same date of each month thereafter as follows:

12 payments of $ 7,870.68 each,

then payments of $ each,

then payments of $ each.

GRAND TOTAL: 94,448.16

If Note is taken herewith, it shall evidence indebtedness only and not payment.
The Equipment when not in use shall be kept and remain personal property (and not become a part of the realty) at the following location:

DEFENDANTS' EXHIBIT AAB

BILL OF SALE

STRICK CORPORATION (hereinafter called "Strick") in consideration of the sum of one dollar ($1.00) and other valuable considerations, to it paid, receipt of which is hereby acknowledged, has bargained, sold, assigned, transferred and set over, and by these presents does hereby bargain, sell, assign, transfer and set over unto Seatrain (hereinafter called "Seatrain") the following equipment

86 ea Strick Model 040 TS 35MK111R-40 ft. Flexi-Van Refrigerated Containers with refrigeration units - Serial Numbers B-9401 to 9437 incl., 9439 to 9454 incl. and 9456 to 9488 incl.

12 ea Strick Model 040 TE 35MK111RMR-40 ft. Flexi-Van Refrigerated Containers with Meat Rails and refrigeration units, serial numbers B-9489 to B-9500 incl.

38 ea Diesel Motor Generators

All equipment being purchased "As Is Where Is".

Strick hereby warrants to Seatrain that (1) Strick has good and marketable title to the Equipment hereby conveyed free and clear of all security interests, liens, charges or encumbrances of every description and (2), Strick on behalf of itself, its successors and assigns, will warrant and defend the same for the benefit of Seatrain Lines, Inc. and its successors and assigns, against the claim of all persons, including without limitation any claim by Fruehauf Corporation or any affiliated entity or any successor or assign thereof.

The agreements including all indemnities by Strick contained in that certain letter dated February 20, 1968, relating to said equipment, from Strick to Seatrain Lines, Inc., are in all respects ratified, confirmed and approved and shall survive the execution and delivery of this Bill of Sale and inure to the benefit of Seatrain Lines, Inc. as Purchaser of the Equipment hereby conveyed and its successors and assigns. Provided, however, that nothing contained herein shall affect or diminish the rights of Strick relating to or arising out of any liens, encumbrances, or security interests created in connection with the sale of the said equipment to Seatrain and the financing thereof.

STRICK CORPORATION

By: _____
Vice President

ATTEST:

1 Copy Received
Date May 2, 1977
Simpson Thacher Bartlett